

WEST KERN COMMUNITY COLLEGE DISTRICT
AGENDA FOR REGULAR MEETING

June 5, 2019

Cougar Room
(Access Through the Library Entrance)

5:00 p.m.

29 Cougar Court
Taft, California 93268

A. Accessibility. In compliance with the Americans with Disabilities Act, if you need special assistance to access the meeting room or to otherwise participate in this meeting, including auxiliary aids or services, please contact Sarah Criss at (661) 763-7711. Notification at least 48 hours prior to the meeting will enable the Governing Board to make reasonable arrangements to ensure accessibility to the meeting.

B. Obtaining Public Records. A copy of the Board packet, including documents relating to any open session item are available to members of the public on the District website and also at the District Office. Any writings or documents that are public records and are provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 29 Cougar Ct., Taft, California, during normal business hours. These documents will be made available to the public at the same time that they are made available to a majority of the Board.

C. Language Assistance. The District welcomes Spanish and other language speakers to Board meetings. Anyone planning to attend and needing an interpreter should call Sarah Criss at (661) 763-7711 forty-eight (48) hours in advance of the meeting so that arrangements can be made for an interpreter. El Distrito da la bienvenida a las personas de habla hispana a las juntas de la Mesa Directiva. Si planea asistir y necesita interpretacion llame al (661) 763-7711 (48) horas antes de la junta, para poder hacer arreglos de interpretacion.

D. Addressing the District Board. The Board encourages public participation and involvement. Community members will therefore have several opportunities to address the Board. However, please respect the Board's time and the need for efficient board meetings. The Board also requests that comments be respectful and professional.

1. **Agenda Items.** If you wish to address the Board on an agenda item, please do so when that item is called. Presentations will be limited to a maximum of five (5) minutes. Time limitations are at the discretion of the Board President.
2. **Non-Agenda Items.** Individuals have an opportunity to address the Board during the period set aside for Public Comment on Items of General Interest on topics within the subject matter jurisdiction of the Board **not** listed on the agenda. Presentations will be limited to a maximum of five (5) minutes, with a total of thirty (30) minutes designated for this portion of the agenda.

E. Questions for the Board. Individuals with questions on District issues may submit them in writing. The Board will refer such requests to the Superintendent, who will endeavor to respond to your questions after the meeting.

F. Placing issues on the Board Agenda. Items from the public pertaining directly to College business may be placed on the Board agenda by submitting the request in writing to the Office of the Superintendent. The proposed agenda item will be reviewed and placed, if appropriate, on the Board's agenda within a reasonable period of time. Please contact the Office of the Superintendent at (661) 763-7711 for further information.

4:00 p.m. Tour of Taft College Dental Hygiene Program

1. CALL TO ORDER
2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

3. ADJOURN TO CLOSED SESSION

- A. Public Employee Appointment/Employment, Government Code Section 54957
- B. Public Employee Performance Evaluations, Government Code Section 54957
- C. Public Employee Discipline/Dismissal/Release, Government Code Section 54957
- D. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representative: Superintendent/President
Employee Organizations: TC Faculty Association, CSEA Chapter #543 & Management/Supervisory/Classified Confidential Employees
- E. Conference with Labor Negotiators (Government Code Section 54957.6)
Agency Designated Representative: Board President
Unrepresented Employee: Superintendent/President
- F. Conference with Legal Counsel - Anticipated Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9 - 2 Potential Cases
Claim Received from Donald Thornsberry
Claim Received from Melissa Thornsberry
- G. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146, 48900 et. Seq. and 48912(b)

4. RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTIONS

5. PLEDGE OF ALLEGIANCE

6. PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS

7. GENERAL COMMUNICATIONS

8. APPROVAL OF MINUTES - Regular Meeting Held May 8, 2019

9. NEW BUSINESS:

- A. Request for Approval - 2019-20 West Kern Community College District Tentative Annual Budget (Presentation)
- B. Request for Approval - Final Project Proposal (FPP) - Taft College Vocational Center
- C. Request for Approval - West Kern Community College District 2021-2025 Capital Outlay Plan
- D. Second Reading and Request for Approval - Tentative Agreement Between Classified School Employees Association, Chapter #543 and West Kern Community College District - Proposed Implementation of Compensation Study, Implementation 7/1/19

- E. First Reading – Tentative Agreement with the Taft College Faculty Association (TCFA/CTA/NEA) and West Kern Community College District - Club Advisor Stipends, Implementation Date of 7/1/19
 - F. First Reading – Tentative Agreement with the Taft College Faculty Association (TCFA/CTA/NEA) and West Kern Community College District - Campus Security Video Monitoring and Surveillance Technology; Implementation Date of 7/1/19
 - G. First Reading – Tentative Agreement with the Taft College Faculty Association (TCFA/CTA/NEA) and West Kern Community College District - Faculty Evaluation Process; Implementation Date of 8/1/19
 - H. Information Item – Presentation of the Taft College Faculty Association CTA/NEA Reopener for FY 2019/20
 - I. Information Item – Presentation of the Taft College CSEA Chapter #543, Reopener for FY 2019/20
 - J. Information Item – Presentation of the WKCCD Reopener Proposal with the Taft College Faculty Association CTA/NEA for FY 2019/20
 - K. Information Item – Presentation of the WKCCD Reopener Proposal with the Taft College CSEA Chapter #543 for FY 2019/20
 - L. First Reading – BP #3502 – Campus Security Cameras
10. CONSENT AGENDA (Items A - Z)
- A. Request for Approval – 2019-2022 Student Equity Plan
 - B. Request for Approval – Fiscal Year 2019-20 Annual Appropriations (GANN) Limit
 - C. Request for Approval – 2018-19 Multiple Method Allocation Certification Form
 - D. Request for Approval – Course Revisions
 - Math & Science Division
 - PHED 1742 Offseason Intercollegiate Soccer

 - Learning Support Division
 - DS 1502 Disabilities and the Law
 - DS 1504 Cultural Competency Towards Disabilities
 - DS 1506 Safety Advocacy and Maltreatment Prevention and Safety at Home and in the Community

 - Social Science Division
 - ECEF 2021 Introduction to the Primary Grade Classroom

Liberal Arts Division

ART 1600 Basic Design

ART 1811 Graphic Design

- E. Request for Approval – New Course

English Division

ENGL 1501 Enhanced Composition and Reading

- F. Request for Approval – 2019-2020 Residential Lease Agreements for TIL Student Off-Campus Housing; 8/1/19 – 7/31/20; No Direct Expense to the District
- G. Request for Approval – Memorandum of Understanding (MOU) Between West Kern Community College District (WKCCD) and Taft Union High School District (TUHSD) Dual Enrollment Program and Concurrent Enrollment Program (Revised)
- H. Request for Approval – Contract for Professional Services with (10) Taft Union High School District Employees for Participation & Attendance for the California Academic Partnership Program (CAPP) Guided Pathways Alignment Project Summer Convening/Grant Work; 6/17/19 – 6/19/19; Travel Expenses Reimbursed by CSU; Fees Not to Exceed \$18,397.20
- I. Request for Approval – Contract for Professional Services with (3) Taft Union High School District Employees for Participation & Attendance for the California Academic Partnership Program (CAPP) Meeting; 6/21/19; Hourly Rate \$70.63 (Not to Exceed 6 Hours per Attendee)
- J. Request for Ratification – Contract for Professional Services with (5) Taft Union High School District Employees for Participation & Attendance for the California Academic Partnership Program (CAPP) Meeting; 5/22/19; Hourly Rate \$70.63 (Not to Exceed \$150.00 per Attendee)
- K. Request for Ratification - Contract for Professional Services with (1) Taft Union High School District Employees for Participation & Attendance for the California Academic Partnership Program (CAPP) Meeting; 5/22/19; Hourly Rate \$70.63 (Not to Exceed \$150.00 per Attendee)
- L. Request for Approval – 2019-20 Renewal of Statewide Association of Community Colleges (SWACC) Proforma for Property and Liability Insurance Coverage; 7/1/19 – 6/30/20; \$144,864.00
- M. Request for Approval – CampusLogic Subscription Order for AwardLetter/CampusMetrics; 7/1/19 – 6/30/22; \$48,000.00 Over the 3-Year Term with No Implementation Fee

- N. Request for Ratification – Master Subscription Agreement with VitalSource Technologies (VST), LLC; Effective 6/1/19 and Renews Automatically Annually for 1-Year Terms; Bookstore to Receive Commission
- O. Request for Approval – Adobe Creative Cloud Suite; 12 Month Term Upon Purchase; \$14,125.50
- P. Request for Approval – Nvivo Plus Enterprise License Agreement with QSR International, Inc.; 36 Month Agreement Beginning 8/1/19; \$11,849.00 Annually
- Q. Request for Approval – 2019/20 District Business Office Systems Agreement – KCSOS AGT #20-0161; 7/1/19 – 6/30/20; Annual Cost of \$6,699.18
- R. Request for Approval – Agreement with SARS Software Products, Inc. for Annual Renewal of Support License 2019-2020; 8/20/19 – 8/19/2020; \$5,000.00
- S. Request for Approval – Consulting Services Agreement with Capitol Public Finance Group, LLC “Capital PFG” to Serve as the WKCCD Dissemination Agent (Consulting Services Agreement, Consulting Services Order CSO No. 2019-1 and Certificate of Acceptance); 7/1/19 – 6/30/20; Annual Reporting Filing \$4,500.00 and \$500.00 for Each Material Event Filing Plus Expenses
- T. Request for Approval – Cisco Umbrella Insights; 7/20/19 – 7/19/20; \$4,212.00
- U. Request for Approval – VoiceThread Annual License Agreement; 60 Day Free Trial with Agreement Beginning 7/13/19; \$3,500.00
- V. Request for Ratification – Pacific West Sound In. to Provide the Sound System and Music for the 2018-19 Taft College Graduation Ceremony; 5/24/19; \$3,225.00
- W. Request for Approval – Netlink Loader Service Contract; 6/26/19 – 6/25/20; \$1,676.00
- X. Request for Ratification – Training Services Agreement with Westside Energy Services Training and Education Center, Inc. (WESTEC) – Active Shooter Training for Faculty and Staff; 5/29/19; \$350.00
- Y. Request for Approval – HVAC Maintenance Agreement Renewal with the Taft City School District; 7/1/19 – 6/30/20; Income to District for Work Performed
- Z. Ratification of the May 2019 Vendor Check & Purchase Order Registers (*To Be Posted 6/3/19*)

11. PUBLIC COMMENT ON ITEMS OF GENERAL INTEREST

12. EMPLOYMENT

- A. Academic Employment (Appendix I)
- B. Confidential Management Employment (Appendix II)
- C. Classified Employment (Appendix II)
- D. Resignation/Retirements (Appendix II)

13. REPORTS:

- A. Financial Reports (For Information)
(To Be Posted 6/3/19)
 - 1. Revenue Accounts (Account Level 1) FY 2018/19
 - 2. Expenditure Accounts (Account Level 1) FY 2018/19
 - 3. Expenditure Detail of \$10,000.00 or Greater, May 2019
 - 4. Student Organization and Special Accounts, May 2019
 - 5. Funds Deposited in County Treasury, May 2019
- B. Trustee Reports
- C. Academic Senate Report
- D. Reports from Staff and Student Organizations

14. REPORT OF THE SUPERINTENDENT

15. NEXT MEETING DATE

The next regular meeting is scheduled for Wednesday, July 10, 2019, at 5:00 p.m.

16. CONTINUATION OF CLOSED SESSION (If Necessary)

17. ADJOURNMENT

**WEST KERN COMMUNITY COLLEGE DISTRICT
MINUTES OF THE BOARD OF TRUSTEES**

REGULAR MEETING

May 8, 2019

The regular meeting of the Board of Trustees of the West Kern Community College District was called to order at 5:04 p.m. by President Dawn Cole. Secretary Emmanuel Campos and trustees Michael Long, Dr. Kathy Orrin and Billy White were present. Superintendent/President Dr. Debra Daniels and Executive Secretary Sarah Criss were in attendance.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

No comments were heard.

CLOSED SESSION

At 5:05 p.m. it was moved by Trustee Orrin, seconded by Secretary Campos and unanimously carried, that the Board convene in Closed Session to discuss the District's position regarding the following matters:

- A. Public Employee Appointment/Employment, Government Code Section 54957
- B. Public Employee Performance Evaluations, Government Code Section 54957
- C. Public Employee Discipline/Dismissal/Release/Complaint/Reassignment, Government Code Section 54957
- D. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representative: Superintendent/President
Employee Organizations: TC Faculty Association, CSEA Chapter #543 & Management/Supervisory/Classified Confidential Employees
- E. Conference with Legal Counsel - Anticipated Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9 - 2 Potential Cases
Claim Received from Donald Thornsberry
Claim Received from Melissa Thornsberry
- F. Conference with Legal Counsel - Anticipated Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9
- G. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146, 48900 et. Seq. and 48912(b)

RECONVENE IN PUBLIC SESSION; ANNOUNCE CLOSED SESSION ACTIONS

At 6:05 p.m., it was moved by Trustee White, seconded by Secretary Campos and unanimously carried, to reconvene in Public Session. President Cole reported there was no action taken in Closed Session.

PLEDGE OF ALLEGIANCE

President Cole led the pledge of allegiance.

PUBLIC COMMENT ON OPEN SESSION ITEMS

No comments were heard.

GENERAL COMMUNICATIONS

Letters of appreciation were read from Athletic Director Kanoë Bandy and from TUHS seniors Madison Jordan and Yajaira Sanchez.

Dr. Daniels also recognized Student Trustee Whisper Lynn Null for completing the year of service to the District. She also thanked outgoing Academic President Geoffrey Dyer and outgoing Faculty President Diane Jones for the many years of dedicated service in these supporting roles.

QUARTERLY INVESTMENT REPORT

District Investment Advisors Dave Ivarie, of Morgan Stanley and Mike Urner, of Wells Fargo Advisors, LLC., reviewed the quarterly report of the WKCCD General Obligation Bond Portfolio and Facilities Reserve for the quarter ending March 31, 2019 (copies attached to the official minutes). Mr. Urner reported that the GO Bond Portfolio gained income of \$17,599.00 for the quarter with an ending value of \$4,043,336.00. The projected 12-month portfolio coupon income is \$61,392.00 with \$5,239,563.00 total income earned since inception. He reviewed the asset and credit sector allocation and the portfolio maturity distribution, as well as confirming continuing compliance with state code and regulations. He reminded the Board that this investment is projected for a short duration, as the funds will be completely consumed by the current Measure A projects.

Mr. Urner reviewed the highlights of the Facilities Reserve including income for the quarter of \$73,073.00 and an ending value of \$9,728,128.00. He also noted the projected 12-month portfolio coupon income of \$288,486.00 and \$5,222,598.00 total income earned since inception. He reviewed the asset and credit sector allocation and the portfolio maturity distribution, as well as confirming continuing compliance with state code and regulations.

APPROVAL OF MINUTES

On a motion by Trustee White, seconded by Trustee Long and unanimously carried, the minutes of the Regular Meeting held April 10, 2019 were approved.

NEW BUSINESS

Request for Approval - Taft College Class of 2019 Hall of Fame Inductees

Dr. Daniels explained that the Class of 2019 inductee names were submitted by the Hall of Fame committee who collects and verifies candidate information. An amended board memo was provided that listed the honorees. Dr. Daniels read aloud the induction selections. On a motion by Trustee Long,

seconded by Trustee White and unanimously carried, the request was approved (copy attached to official minutes).

Request for Ratification - Installation of Electronic Card Readers for the Gymnasium Main Doors, \$8,478.73

Brock McMurray, Executive Vice President of Administrative Services, explained that the card readers will bring the gymnasium to the campus standard of electronic monitoring and control. On a motion by Secretary Campos, seconded by Trustee Orrin and unanimously carried, the request for approved (copy attached to official minutes).

Request for Ratification - Replacement of Gymnasium Main Doors, \$10,341.44

Mr. McMurray told the Board that the doors on the facility were in need of replacement as they had been in use many years and were no longer functioning correctly. On a motion by Secretary Campos, seconded by Trustee Long and unanimously carried, the request was approved (copy attached to official minutes).

Request for Approval - WESTEC Roofing Phase 1; \$37,055.00

Mr. McMurray reported that with study of the state of the WESTEC facility and the available options to repair the dysfunctional roof, a multiple phase plan had been developed to update the roofing. Phase 1 is the largest phase. On a motion by Trustee White, seconded by Secretary Campos and unanimously carried, the request was approved (copy attached to official minutes) .

Second Reading and Request for Approval - Tentative Agreement Between Taft College Faculty Association and West Kern Community College District - Compensation for SLO Coordinator

Dr. Daniels stated that the Student Learning Outcomes (SLO) Coordinator position duties were reviewed by the Taft College Faculty Collective Bargaining Committee and a reduction of release time to 40% was agreed upon. On a motion by Trustee Orinn, seconded by Trustee Long and unanimously carried, the agreement was approved (copy attached to official minutes).

First Reading - Tentative Agreement Between Classified School Employees Association, Chapter #543 and West Kern Community College District - Proposed Implementation of Compensation Study, Implementation 7/1/19 (No Action)

Dr. Daniels said that a 2016 compensation study identified positions and salaries that should be adjusted due to comparison data in the study. This agreement would complete the compensation study.

Second Reading and Request for Approval - Board Policy #7250 - Educational Administrators

Dr. Daniels told the Board that this policy outlines the faculty retreat rights for educational administrators. On a motion by Trustee Long, seconded by Trustee Orrin and unanimously carried, the policy was approved (copy attached to official minutes).

CONSENT AGENDA:

- A. Information Item – CCFS-311Q for the 3rd Quarter Ending March 31, 2019
- B. Request for Approval – Adoption of Rules and Regulations Relating to the West Kern Community College District Student Trustee, 6/1/19 – 5/31/20
- C. Request for Approval – West Kern Adult Education Network Joint Powers Authority Funds Agreement; 7/1/19 – 6/30/20
- D. Request for Approval – Course Revisions
- E. Request for Approval – New Certificates of Achievement
- F. Request for Approval – New Course
- G. Request for Approval – Program Revision
- H. Request for Approval – California Virtual Campus – Online Education Initiative (CVC-OEI) Memorandum of Understanding (MOU)
- I. Request for Approval – Taft College Vision for Success Goals
- J. Request for Approval – 2018/19 Audit Service Engagement with CWDL, Certified Public Accountants; 6/30/19 – 6/30/21 with Two 1-Year Extensions Through 6/30/23; Total Fees of \$62,690.00
- K. Request for Approval – Employers Training Resource (ETR) Annual Renewable Contract for 2019-20; 7/1/19 – 6/30/20
- L. Request for Approval – Equitrac Equipment Support Renewal and On-Site Support with C.A. Reding; 7/1/19 – 6/30/20; \$1,286.60
- M. Request for Approval – C.A. Reding Copier Proposal; 6/1/19 – 5/31/24; Estimated Total Cost \$187,260.00 Over Life of Agreement
- N. Request for Approval – CCS Disaster Recovery Services, CCS Quickship Program; 7/1/19 – 6/30/20; \$3,420.00
- O. Request for Approval – CI Solutions Order Number 0100979, Renewal of ID Badge Software License; 7/1/19 – 6/30/20; \$2,384.00
- P. Request for Approval – Strata Information Group Professional Services Extension; 7/1/19 – 6/30/22; Hourly Cost \$170.00 per Hour with Hourly Rate Adjustments as Necessary Once Every Year Thereafter by No More than \$5.00 per Hour

- Q. Request for Approval – Professional Services Agreement with Trudi Radtke in Association with the Zero Textbook Cost Degree Grant; 5/8/19 – 6/30/19; 80 Hours at \$21.00 per Hour (Not to Exceed \$1,680.00)
- R. Request for Ratification – Convergent Technologies Quote #TT04091901 for Lenel Software Maintenance; 5/2/19 – 5/22/22; \$4,027.00 Annually
- S. Request for Approval – Vehicle Maintenance Agreement Renewal with Taft City School District; 7/1/19 – 6/30/19; \$69.00 per Hour, Minimum ½ Hour Charge
- T. Ratification of the April 2019 Vendor Check & Purchase Order Registers

On a motion by Trustee Orrin, seconded by Secretary Campos and unanimously carried, Consent Agenda Items A – T were approved as presented (materials related to the items are attached to official minutes).

PUBLIC COMMENTS ON ITEMS OF GENERAL INTEREST

There were no comments made.

EMPLOYMENT

On a motion by Trustee White and seconded by Trustee Long, Employment Items A – C were approved by the following vote (Employment Items A – C (*Appendix I & II*) are attached to official minutes):

Yes: Dawn Cole, Emmanuel Campo, Michael Long, Dr. Kathy Orrin and Billy White
No: None
Abstain: None
Absent: None

REPORTS

Financial Reports

The financial reports listed on the page following were presented for information (copies attached to official minutes).

Financial Reports (for information):

1. Revenue Accounts (Account Level 1) FY 2018/19
2. Expenditure Accounts (Account Level 1) FY 2018/19
3. Expenditure Detail of \$10,000.00 or Greater, April 2019
4. Student Organization and Special Accounts, April 2019
5. Funds Deposited in County Treasury, April 2019
6. Report of Investments at U.S. Bank Global Corporate Trust Services and the Bank of New York Mellon Trust Company, N.A. as of March 31, 2019

Trustee Reports

Trustee Orrin commended employees who were honored at the End of Year dinner, stating that the years of service employees dedicate to students show the character of the College. She also reported that the College will be well represented in the community car show.

President Cole recently attend a parent night at Taft Union High School and was appreciative of the presence and assistance from College personnel in understanding educational pathways. She also recognized staff for another successful Al Baldock Golf Tournament, noting important funds were raised for athletics as well as community relationships supported. President Cole congratulated Executive Director of the Foundation Sheri Horn-Bunk for her award from Garden Pathways, "Women with a Heart for Bakersfield."

Associated Student Organization

Whisper-Lynn Null, Student Trustee, reported on Spring Fling activities and also Earth Week as hosted by the STEM club. She also noted there is an interest from STEM club to look into expanding recycling and composting efforts on campus.

Academic Senate

Geoffrey Dyer, AS President, reported action and discussion highlights from recent AS activity. This included a meeting to review the hiring and minimum qualifications for hiring of faculty members. Mr. Dyer also thanked the Board for their support during his tenure as AS President.

Administrative Services

Brock McMurray, Executive Vice President of Administrative Services, reported that statewide discussions are ongoing into the funding of 2018-19 and the 2019-20 budget prediction. He said that a conservative tentative 2019-20 budget will be presented to the Board in June.

Business Services

Amanda Bauer, Director of Fiscal Services, stated that the department is in the process of year-end procedures. The auditing firm will conduct an on-site visit in July.

Faculty Association

Diane Jones and Ruby Payne thanked the Board, District and Associated Student Organization for the recent Faculty Appreciation week.

Distance Education

Adam Bledsoe, Director of Distance Education (DE), and Distance Education Technician Nicole Avina recently conducted a survey from students who participated in spring DE courses. While many questions received favorable answers that they shared with District staff, the focus was to also gather feedback and suggestions for program improvement.

Student Success

Dr. Windy Martinez, Dean of Student Success, said that over 200 Taft and Shafter high school students participated in recent Cougar Days on campus. Of those students 186 registered for courses. She outlined upcoming activities including the EOPS/CARE/CalWORKs End of Year dinner, Taft

car show, scholarship luncheon and graduation. Dr. Martinez also told the Board that staff have been updating the student catalog for use this coming academic school year.

Dental Hygiene

Dr. Vickie Kimbrough, DH Director, invited the Board to attend the pinning ceremony for graduating DH students on May 25th. She reported that exam season is on-going for students. She noted this year's students served in many community service roles this academic year and provided \$361,000 worth of dental services to the community. The DH continuing education effort raised \$20,000 this year and local dentists in a combined effort raised an additional \$22,000.

Transition to Independent Living

Aaron Markovits, Director of Transition to Independent Living (TIL), said that TIL was represented by a team in the Al Baldock Golf Tournament. He noted that staff and students are meeting with parents to prepare for transitions back home for the summer and sophomore students are attending transition meetings and preparing for job placement once they complete the program. Students also participated in a community fundraising event to fund the annual fireworks event; over \$1,600 were raised. Recruiting for the fall semester is still underway and the program recently applied for a grant to fund an electronic record keeping service.

Student Services

Severo Balason, Jr., Vice President of Student Services, recapped recent meetings in connection with the California Academic Partnership Program (CAPP) that partners community college and high school staff in an effort to streamline educational efforts for maximum student success. Taft Union High School District has joined the CAPP effort with the College.

Child Development Center

Meghan Hall-Silviera, Director of the Child Development Center, said that the variety of state reports that are due at the end of the year have been completed. At this time, the Center serves 113 children. She also told the Board that there is a new classroom open and other facility updates are occurring.

EOPS/CARE/CalWORKs

Morgan Sanchez, EOPS/CARE/CalWORKs Technician, stated that 86 of the program's students will graduate with either a degree or certificate.

Instruction

Dr. Leslie Minor, Vice President of Instruction, told the Board that the recruiting process to find a permanent Dean of Instruction is progressing and will be completed this month as well as full time faculty needed for fall semester. Dr. Minor reported that the Equity plan has been submitted to the state as required and that the department is preparing for fall courses.

CSEA, Chapter #543

Greg Hawkins, President of Chapter #543, recognized faculty and thanked them for their positive impact on students. He also thanked the Board for the 2019 Classified Appreciation Week.

Information Services

Andrew Prestage, Executive Director of Information Services, informed the Board that the copiers on tonight's agenda will aid in cutting printing costs while also upgrading the quality of printing devices on campus. The department continues to review and improve data security on campus.

REPORT OF THE SUPERINTENDENT

End of Year Dinner – Service Awards

Dr. Daniels recognized the importance of long-term employees who dedicate themselves to the service of our students. At the End of Year dinner this year we recognized retirees Brian Jean, Rick Hawkins and Billie Reed. There were also 13 employees honored for years of service, beginning with 5-year recognition and each 5-year increment after.

Events & Awards

Dr. Daniels attended the spring athletic banquet and was able to celebrate with coaches, athletes and families. She also noted that there was a President's team participating in the annual Al Baldock Golf Tournament; they placed second in tournament play. She thanked Trustee Campos for being a member of the team.

Dr. Daniels also recognized Executive Director of the Foundation and Advancement Sheri Horn-Bunk for her recent award from Garden Pathways, "Women with a Heart for Bakersfield." The award is given to women who work to promote and strengthen their community.

Employee Appreciation Weeks

The Classified Appreciation Week underwent improvements due to a volunteer committee. The classified staff really enjoyed to revamped effort to celebrate their work on campus. Currently, the Faculty are celebrating Faculty Appreciation Week. Dr. Daniels thanked staff for their continued dedication to student success.

CONTINUATION OF CLOSED SESSION

At 7:09 p.m. it was moved by Trustee Orrin, seconded by Secretary Campos and unanimously carried, that the Board reconvene in Closed Session.

RECONVENE IN PUBLIC SESSION; ANNOUNCE CLOSED SESSION ACTIONS

At 8:19 p.m., it was moved by Trustee White, seconded by Secretary Campos and unanimously carried, to reconvene in Public Session. President Cole reported there was no action in Closed Session.

NEXT MEETING

The next monthly meeting is scheduled for Wednesday, June 5, 2019, at 5:00 p.m.

ADJOURNMENT

At 8:20 p.m., on a motion by Trustee White, seconded by Trustee Long and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

Emmanuel Campos, Secretary

Date: May 21, 2019
Submitted by: Brock McMurray, EVP of Administrative Services
Area Administrator: Brock McMurray, EVP of Administrative Services *Bw*
Subject: Request for Approval

Board Meeting Date: June 5, 2019

Title of Board Item:

2019-2020 West Kern Community College District Tentative Annual Budget

Background:

In accordance with Section 58305 of the California Code of Regulations, it is necessary to approve a tentative FY 2019-2020 budget for West Kern Community College District (WKCCD). This approval will provide the District with operating funds for the period of July through September 2019 until a final FY 2019-2020 WKCCD budget is presented to the Board of Trustees for adoption. Please find the enclosed draft of the proposed Tentative Budget Summary for WKCCD.

The State of California has yet to adopt a final budget for FY 2019-2020. A final State budget is expected to be adopted in the latter half of June and revenue allocations distributed by the California Community College Chancellor's Office in mid-summer. A final proposed operating budget will be presented to the Board of Trustees no later than September 11, 2019.

Terms (if applicable):

July 1, 2019 – June 30, 2020

Expense (if applicable):

Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

Not applicable.

Approved: 
Dr. Debra Daniels, Superintendent/President

**West Kern Community College District
2019 / 20 Preliminary Budget Summary
General Fund - Funds 11 & 12**

Object Code	Description	2018 / 2019 COMBINED Adopted Budget	2018 / 2019 Estimated Actuals	2019 / 2020 COMBINED Budget	2019 / 2020 UNRESTRICTED Budget	2019 / 2020 RESTRICTED Budget
8100	Federal Revenue	391,672	611,819	608,509	-	608,509
8600	State Income	22,868,673	25,811,845	25,090,959	20,339,247	4,751,712
8800	Local Income	10,659,474	8,353,233	8,662,678	8,058,451	604,227
8900	Reserves	689,051	-	-	-	-
Total for 8000:	Revenue	34,608,870	34,776,897	34,362,146	28,397,698	5,964,448
<hr/>						
1000	Academic Salaries	10,612,447	10,767,318	11,348,403	9,775,529	1,572,874
Total for 1000:	Academic Salaries	10,612,447	10,767,318	11,348,403	9,775,529	1,572,874
2000	Classified Salaries	6,093,605	6,014,918	6,625,793	5,624,374	1,001,418
Total for 2000:	Classified Salaries	6,093,605	6,014,918	6,625,793	5,624,374	1,001,418
3100	State Teachers Retirement System (STRS)	1,603,021	1,577,738	1,910,246	1,733,757	176,488
3200	Public Employees Retirement System (PERS)	964,672	964,797	1,327,267	1,102,784	224,482
3000	Other Employee Benefits	5,210,913	5,155,182	5,395,698	4,676,905	718,793
Total for 3000:	Employee Benefits	7,778,606	7,697,717	8,633,210	7,513,447	1,119,763
4100	Textbooks	23,290	31,268	25,440	22,659	2,781
4200	Magazines / Periodicals	4,775	4,775	4,650	650	4,000
4300	Supplies (All categories)	551,292	620,994	565,253	426,477	138,776
4400	Food Supplies	39,075	47,356	32,092	23,290	8,802
Total for 4000:	Supplies and Materials	618,432	704,393	627,434	473,076	154,359

Object Code	Description	2018 / 2019 COMBINED Adopted Budget	2018 / 2019 Estimated Actuals	2019 / 2020 COMBINED Budget	2019 / 2020 UNRESTRICTED Budget	2019 / 2020 RESTRICTED Budget
5200	Dues and Memberships	128,217	143,839	122,536	99,671	22,865
5300	Insurance	166,475	166,475	179,000	179,000	-
5400	Legal, Election & Audit Expenses	340,700	341,539	246,561	246,561	-
5500	Personal & Consulting Services	359,539	403,291	371,554	226,628	144,926
5600	Rents, Leases & Repairs	2,508,111	2,491,413	2,518,692	2,140,232	378,460
5700	Travel & Conference Expenses	850,321	1,177,120	362,004	292,464	69,540
5800	Utilities / Housekeeping Services	618,260	618,380	619,920	609,745	10,175
5900	Other Operating Expenses	1,546,212	877,842	810,776	581,441	229,335
Total for 5000:	Operating Expenses and Services	6,517,835	6,219,898	5,231,043	4,375,743	855,300
6100	Sites and Site Improvements	18,000	148,000	18,000	18,000	-
6200	Buildings	408,519	408,519	222,671	10,225	212,446
6300	Library Books and Materials	17,000	17,000	17,000	-	17,000
6400	Equipment	210,251	269,000	180,071	107,304	72,767
Total for 6000:	Capital Outlay	653,770	842,519	437,742	135,529	302,213
7100	Debt Retirement / Other Financing	98,600	99,047	101,000	101,000	-
7300	Transfers	945,791	945,791	399,000	399,000	-
7400	Other Interest / Long-Term Debt	-	122,881	-	-	-
7500	Student Financial Aid	720,240	761,084	696,004	-	696,004
7600	Other Student Aid	82,955	109,344	68,801	-	68,801
7900	Reserves / Contingencies	486,588	491,987	193,716	-	193,716
Total for 7000:	Other Outgoing Expenditures	2,334,174	2,530,135	1,458,521	500,000	958,521
		34,608,870	34,776,897	34,362,146	28,397,698	5,964,448

WEST KERN COMMUNITY COLLEGE DISTRICT
2019 / 20 Preliminary Budget Summary

Fund 31: Bookstore Enterprise Fund

Fund	Description	2018 / 2019 Budgeted Amounts	2018 / 2019 Estimated Amounts	2019 / 2020 Budgeted Amounts
8000	Revenue	2,055,892	2,055,892	1,967,092
Total for Fund 31: Bookstore Enterprise Fund Revenue		2,055,892	2,055,892	1,967,092
1000	Academic Salaries	9,698	9,717	10,053
2000	Classified Salaries	191,365	195,233	201,518
3000	Employee Benefits	93,570	80,990	99,556
4000	Supplies & Materials	758,575	738,575	628,675
5000	Operating Expenses and Services	148,184	176,878	172,790
6000	Capital Outlay	804,500	804,500	804,500
7000	Other Outgoing Expenditures	50,000	50,000	50,000
Total for Fund 31: Bookstore Enterprise Fund Expenditures		2,055,892	2,055,892	1,967,092

Fund 32: Cafeteria Enterprise Fund

Fund	Description	2018 / 2019 Budgeted Amounts	2018 / 2019 Estimated Amounts	2019 / 2020 Budgeted Amounts
8000	Revenue	1,074,967	1,074,967	1,111,067
Total for Fund 32: Cafeteria Enterprise Fund Revenue		1,074,967	1,074,967	1,111,067
1000	Academic Salaries	9,698	9,698	10,053
2000	Classified Salaries	373,126	373,126	384,156
3000	Employee Benefits	189,468	189,468	214,932
4000	Supplies & Materials	481,200	481,200	481,200
5000	Operating Expenses and Services	16,475	16,475	15,726
6000	Capital Outlay	5,000	5,000	5,000
7000	Other Outgoing Expenditures	-	-	-
Total for Fund 32: Cafeteria Enterprise Fund Expenditures		1,074,967	1,074,967	1,111,067

Fund 33: Child Development Center Fund

<u>Fund</u>	<u>Description</u>	<u>2018 / 2019 Budgeted Amounts</u>	<u>2018 / 2019 Estimated Amounts</u>	<u>2019 / 2020 Budgeted Amounts</u>
8000	Revenue	1,966,050	1,966,050	1,796,978
Total for Fund 33:	Child Development Center Fund Revenue	1,966,050	1,966,050	1,796,978
1000	Academic Salaries	95,270	77,805	35,971
2000	Classified Salaries	1,050,513	1,065,013	902,415
3000	Employee Benefits	578,918	505,936	496,597
4000	Supplies & Materials	178,739	195,039	169,938
5000	Operating Expenses and Services	62,610	122,257	192,057
6000	Capital Outlay	-	-	-
7000	Other Outgoing Expenditures	-	-	-
Total for Fund 33:	Child Development Center Fund Expenditures	1,966,050	1,966,050	1,796,978

Fund 35: Dormitory Fund

<u>Fund</u>	<u>Description</u>	<u>2018 / 2019 Budgeted Amounts</u>	<u>2018 / 2019 Estimated Amounts</u>	<u>2019 / 2020 Budgeted Amounts</u>
8000	Revenue	1,185,178	1,185,178	1,201,919
Total for Fund 35:	Dormitory Fund Revenue	1,185,178	1,185,178	1,201,919
1000	Academic Salaries	-	-	-
2000	Classified Salaries	84,725	84,725	91,163
3000	Employee Benefits	45,917	45,917	52,220
4000	Supplies & Materials	27,515	27,515	27,515
5000	Operating Expenses and Services	131,021	131,021	107,133
6000	Capital Outlay	831,000	831,000	834,293
7000	Other Outgoing Expenditures	65,000	65,000	89,595
Total for Fund 35:	Dormitory Fund Expenditures	1,185,178	1,185,178	1,201,919

Fund 36: Parking Fund

<u>Fund</u>	<u>Description</u>	<u>2018 / 2019 Budgeted Amounts</u>	<u>2018 / 2019 Estimated Amounts</u>	<u>2019 / 2020 Budgeted Amounts</u>
8000	Revenue	16,000	16,000	16,000
Total for Fund 36:	Parking Fund Revenue	16,000	16,000	16,000
1000	Academic Salaries	-	-	-
2000	Classified Salaries	-	-	-
3000	Employee Benefits	-	-	-
4000	Supplies & Materials	1,000	1,000	1,000
5000	Operating Expenses and Services	-	-	-
6000	Capital Outlay	15,000	15,000	15,000
7000	Other Outgoing Expenditures	-	-	-
Total for Fund 36:	Parking Fund Expenditures	16,000	16,000	16,000

Fund 39: Transition to Independent Living Fund

<u>Fund</u>	<u>Description</u>	<u>2018 / 2019 Budgeted Amounts</u>	<u>2018 / 2019 Estimated Amounts</u>	<u>2019 / 2020 Budgeted Amounts</u>
8000	Revenue	2,181,148	2,132,172	2,128,536
Total for Fund 39:	Transition to Independent Living Fund Revenue	2,181,148	2,132,172	2,128,536
1000	Academic Salaries	-	-	-
2000	Classified Salaries	1,225,762	1,124,291	1,277,772
3000	Employee Benefits	474,856	489,735	559,898
4000	Supplies & Materials	29,700	42,500	28,000
5000	Operating Expenses and Services	239,330	263,546	261,366
6000	Capital Outlay	1,500	2,100	1,500
7000	Other Outgoing Expenditures	210,000	210,000	-
Total for Fund 39:	Transition to Independent Living Fund Expenditures	2,181,148	2,132,172	2,128,536

Fund 43: Restricted Purpose Fund

<u>Fund</u>	<u>Description</u>	<u>2018 / 2019 Budgeted Amounts</u>	<u>2018 / 2019 Estimated Amounts</u>	<u>2019 / 2020 Budgeted Amounts</u>
8000	Revenue	1,885,900	1,885,900	1,891,152
Total for Fund 43:	Restricted Purpose Fund Revenue	1,885,900	1,885,900	1,891,152
1000	Academic Salaries	-	-	-
2000	Classified Salaries	-	-	-
3000	Employee Benefits	-	-	-
4000	Supplies & Materials	-	-	-
5000	Operating Expenses and Services	-	-	-
6000	Capital Outlay	-	-	-
7000	Other Outgoing Expenditures	1,885,900	1,885,900	1,891,152
Total for Fund 43:	Restricted Purpose Fund Expenditures	1,885,900	1,885,900	1,891,152

Date: May 23, 2019

Submitted by: Richard Treece, Director of Facilities & Planning

Area Administrator: Brock McMurray, EVP of Administrative Services *Bm*

Subject: Request for Approval

Board Meeting Date: June 6, 2019

Title of Board Item:

Final Project Proposal (FPP) – Taft College Vocational Center

Background:

The State Chancellor’s Office has requested colleges to submit updated FPP’s pending potential funding. The Vocational Center project is a high priority project pending available funding sources per our Master Facilities Plan and Five Year Plan. The Vocational Center Project is comprised of 23,407 assignable square feet (ASF) consisting of 20,037 ASF laboratory space, 2,370 ASF office space, and 1,000 ASF space for other uses. The Center will provide permanent space for vocational programs as well as our current Dental Hygiene Program. The building is planned to be constructed at the current site of the cafeteria/testing facility.

Terms (if applicable):

Not applicable.

Expense (if applicable):

None at this time.

Fiscal Impact Including Source of Funds (if applicable):

The total estimated budget for this project is \$23,171,587, comprised of 2,740,410 in local funds (Construction \$1,159,003 and Equipment \$1,581,407) and \$20,431,177 in state funds.

Approved: *Debra Daniels*
Dr. Debra Daniels, Superintendent/President

3.1 Approval Page

Final Project Proposal

Budget year: 2021-22

District: West Kern Community College District

Project Location: Taft College
(College, Campus, or Center)

Project Name: Vocational Center

The district proposed funds for (check items below), be included in the State Capital Outlay Budget.

Site Acquisition Preliminary Plans Working drawings Construction Equipment

Contact Person: Richard Treece, Director of Facilities & Planning Telephone: 661.763.7768

E-Mail Address: rtreece@taftcollege.edu Fax: 661.763.7769

District Certification

Approved for submission: _____ Date: _____
(Chancellor/President/Superintendent Signature)

District Board of Trustees Certification

The Governing Board of the District approves the submission of this application to the Board of Governors of the California Community Colleges and promises to fulfill the succeeding list of Project Terms and Conditions.

President of the Board of Trustees signature *date* *Secretary of the Board of Trustees signature* *date*

Attach a copy of the Board Resolution which substantiates approval of the application and promises to fulfill the Project Terms and Conditions.

Chancellor's Office Certification

Submit proposal to:
Facilities Planning and Utilization
Chancellor's Office
California Community Colleges
1102 Q Street, Suite 4550
Sacramento, CA 95811-6549

Reviewed by: _____

Date Completed: _____

DISTRICT West Kern Community College District (690)

CAMPUS Taft College (691)

Project: Vocational Center

Date Prepared: 05/21/2019

Estimate CCI: 6684

CFIS Ref. #:

Request For: L P W C E

Prepared by: Richard Treece

Estimate EPI: 3607

DoF Project ID:

	Total Cost	State Funded	District Funded	
			State-Supportable	Non State-Supportable
1. Site Acquisition (Acres: 0)	\$0			
2. Preliminary Plans (Estimate CCI: 6684)	\$1,043,000	\$1,043,000	\$0	\$0
A. Architectural Fees (for preliminary plans)	\$497,000			
B. Project Management (for preliminary plans)	\$178,000			
C. Division of the State Architect Plan Check Fee	\$228,000			
D. Preliminary Tests (soils, hazardous materials)	\$32,000			
E. Other Costs (for preliminary plans)	\$108,000			
3. Working Drawings (Estimate CCI: 6684)	\$704,000	\$704,000	\$0	\$0
A. Architectural Fees (for working drawings)	\$568,000			
B. Project Management (for working drawings)	\$0			
C. Division of the State Architect, Plan Check Fee	\$0			
D. Community College Plan Check Fee	\$51,000			
E. Other Costs (for working drawings)	\$85,000			
(Total PW may not exceed 13% of construction) True				
4. Construction (Estimate CCI: 6684)	\$17,761,000	\$16,602,000	\$1,159,000	\$0
A. Utility Service	\$1,603,000			
B. Site Development, Service	\$588,000			
C. Site Development, General	\$904,000			
D. Other Site Development	\$69,000			
E. Reconstruction	\$0			
F. New Construction (building) (w/Group I equip)	\$14,300,000			
G. Board of Governor's Energy Policy Allowance (2% or 3%)	\$286,000			
H. Other	\$11,000			
5. Contingency	\$888,000	\$888,000	\$0	\$0
6. Architectural and Engineering Oversight	\$355,000	\$355,000	\$0	\$0
7. Tests and Inspections	\$433,000	\$433,000	\$0	\$0
A. Tests	\$178,000			
B. Inspections	\$255,000			
8. Construction Management & Labor Compliance Program (if justified)	\$406,000	\$406,000	\$0	\$0
A. Construction Management	\$355,000			
B. Labor Compliance Program	\$51,000			
9. Total Construction Costs (items 4 through 8 above)	\$19,843,000	\$18,684,000	\$1,159,000	\$0
10. Furniture and Group II Equipment (Estimate EPI: 3607)	\$1,581,000	\$0	\$1,581,000	\$0
11. Total Project Cost (items 1, 2, 3, 9, and 10)	\$23,171,000	\$20,431,000	\$2,740,000	\$0

12. Project Data	Outside GSF	Assignable Square Feet	Ratio ASF/GSF	Unit Cost Per ASF	Unit Cost Per GSF
New Construction	36,311	23,407	0.64	\$607	\$391
Reconstruction	0	0	0.00	\$0	\$0

13. Anticipated Time Schedule			
Start Preliminary Plans	08/15/2021	Advertise Bid for Construction	05/15/2023
Start Working Drawings	05/15/2022	Award Construction Contract	08/15/2023
Complete Working Drawings	10/15/2022	Advertise Bid for Equipment	07/15/2024
DSA Final Approval	04/15/2023	Complete Project	02/15/2025

14.	State Funded	District Funded		District Funded Total
		Supportable	Non Supportable	
Acquisition	\$0	\$0	\$0	\$0
Preliminary Plans	\$1,043,000	\$0	\$0	\$0
Working Drawings	\$704,000	\$0	\$0	\$0
Construction	\$18,684,000	\$1,159,000	\$0	\$1,159,000
Equipment	\$0	\$1,581,000	\$0	\$1,581,000
Total Costs	\$20,431,000	\$2,740,000	\$0	\$2,740,000
% of SS Total	88.17%	11.83%	SS Total:	\$23,171,000

Date: May 23, 2019
Submitted by: Richard Treece, Director of Facilities & Planning
Area Administrator: Brock McMurray, EVP of Administrative Services *Bm*
Subject: Request for Approval

Board Meeting Date: June 5, 2018

Title of Board Item:

Request for Approval of West Kern Community College District 2021-2025 Capital Outlay Plan.

Background:

Authorization is sought to submit the 2021-2025 Capital Outlay Plan.

The governing board of each community college district is required to prepare and submit to the California Community College Chancellor's Office a plan for capital construction for a five year period commencing with the next proposed year of funding. The Five-Year Construction Plan is an annual summary of current and proposed capital outlay projects. The plan gives the Chancellor's Office a complete picture of the capital improvement projects for the District, enabling the Chancellor's Office to make informed decisions regarding project priorities for State funding. The projects outlined in the Five-Year Construction Plan are consistent with the District's Facilities Master Plan. Please see the attached District Projects Priority Order from the Five Year Construction Plan for your review.

Terms (if applicable):

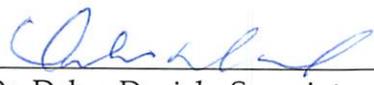
2021 to 2025.

Expense (if applicable):

Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

Not applicable.

Approved: 

Dr. Debra Daniels, Superintendent/President

2021-2025 FIVE YEAR CAPITAL OUTLAY PLAN
(2021-2022 FIRST FUNDING YEAR)

West Kern Community College District

Prepared in reference to the Community College Construction Act of 1980
and
approved on behalf of the local governing board for submission to
the office of the Chancellor, California Community Colleges

Signed 
Dr. Debra S. Daniels
(Chief Executive Officer or their designee)

Title President /Superintendent

Date 5/23/2019

Contact Person Richard Treece

Telephone 661-763-7768

Date Received at
Chancellor's Office:

Chancellor's Office
Reviewed by:

Notice of Approval

West Kern Community College District 690
Taft College 691

No. Project			Schedule of Funds							
Campus	Source	Total Cost	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	
1 Child Development Center										
Taft College										
Occupancy:	2005-06	STATE:	\$2,722,000							
Net ASF:	0	DISTRICT:	\$1,419,000							
2 Science Modernization										
Taft College										
Occupancy:	2006-07	STATE:	\$2,741,000							
Net ASF:	0	DISTRICT:	\$772,000							
3 TIL Center										
Taft College										
Occupancy:	2012-13	STATE:	\$10,541,000							
Net ASF:	0	DISTRICT:	\$4,531,000							
5 Vocational Center										
Taft College										
Occupancy:	2024-25	STATE:	\$20,323,000			Phases P, W \$1,739,000	Phases C, E \$18,585,000			
Net ASF:	11,174	DISTRICT:	\$2,734,000			\$0	\$2,734,000			
6 Field Sports										
Taft College										
Occupancy:	2025-26	STATE:	\$38,017,000			Phases P, W \$2,457,000	Phases C, E \$35,560,000			
Net ASF:	7,845	DISTRICT:	\$11,800,000			\$1,318,000	\$10,481,000			
7 Technology Center										
Taft College										
Occupancy:	2024-25	STATE:	\$28,928,000			Phases P, W \$2,133,000	Phases C, E \$26,795,000			
Net ASF:	8,812	DISTRICT:	\$607,000			\$0	\$607,000			
8 Gymnasium Modernization Expansion										
Taft College										
Occupancy:	2028-29	STATE:	\$24,366,000				Phases P, W \$1,374,000	Phases C, E \$22,991,000		
Net ASF:	9,235	DISTRICT:	\$1,231,000				\$526,000	\$705,000		
GRAND TOTALS			Total Cost	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
		STATE:	\$127,638,000	\$0	\$0	\$1,739,000	\$21,042,000	\$37,693,000	\$28,169,000	\$22,991,000
		DISTRICT:	\$23,094,000	\$0	\$0	\$0	\$4,052,000	\$10,481,000	\$1,133,000	\$705,000

Date: May 29, 2019
Submitted by: Heather Meason, Executive Director of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 5, 2019

Title of Board Item:

Second Presentation: Proposed implementation of the Compensation Study

Background:

As part of the continuing dialogue through the Taft College Classified Collective Bargaining Committee, the parties have reached a consensus on modification of the range of Classified positions, included in attached Exhibit A, from their current range to the referenced range.

Terms (if applicable):

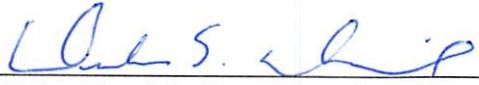
An implementation date of July 1, 2019 is recommended.

Expense (if applicable):

See below.

Fiscal Impact Including Source of Funds (if applicable):

The amount will be included in the Adopted Budget for 2019-20.

Approved: 

Dr. Debra Daniels, Superintendent/President

Tentative Agreement Between
Classified School Employees Association and its
Taft College Chapter #543
And
West Kern Community College District

Implementation of Compensation Study

This tentative agreement ("Agreement") is made by and between the Classified Employees Association and its Chapter #543 ("CSEA") and the West Kern Community College District ("District") (collectively referenced as the "parties") with respect to the following recitals:

As part of continuing dialogue through the Taft College Classified Collective Bargaining Committee, the parties have reached a consensus regarding implementation of the salary study.

Now, therefore, CSEA and the District hereby agree as follows:

1. The above recitals are true and correct.
2. The parties agree, effective July 1, 2019, to modify the range of the Classified positions, included in the attached Exhibit A, from their current range to the range referenced in the exhibit.
3. Except as set forth in this Agreement, all other terms and conditions of the CBA shall remain unchanged.
4. This Agreement will become effective after ratification by the CSEA members and the District's Governing Board.



Debra Daniels, Superintendent/President
West Kern Community College District

Greg Hawkins, President
California School Employees Association Chapter #543

Dated: 6/5/19 _____

Dated: _____

Board Approval:

Dawn Cole, President
Board of Trustees
West Kern Community College District

First Presentation: May 8, 2019
Second Presentation/Approval: June 5, 2019

Compensation Study Implementation

Position:	Pre-Study Range	Post-Study Range
Accounting Services Technician	20	23
Admissions & Counseling Center Technician	15	16
Admissions & Records Technician I	15	16
Admissions & Records Technician II	19	20
Accounts Payable Technician	20	23
Athletic Secretary	20	24
Basic Skills Tutor	11	13
Cashier I	15	18
Cashier II	20	23
Children's Center Assistant Teacher	1	2
Children's Center Office Manager	22	24
Counseling Center Technician II	17	20
DBA	37	38
Programmer II	33	38
Welding Aide Bilingual	13	19
DSPS Testing Tech/Instructional Aide	20	25
ECEF Bilingual Instruction Aide	13	19
EOPS/CAL Sr. Secretary	20	21
Equipment Technician	14	15
Financial Aid Office Manager	22	24
Financial Aid Technician I	17	19
Financial Aid Technician II	19	21
General Tutor - TUTOR	11	13
Groundskeeper I	13	14
Instructional Technician - Curriculum	20	24
Instructional Technician - Scheduling	20	24
IS Secretary	15	20
Lead Custodian	15	16
Learning Skills Lab Instructional Aide	13	19
Liberal Arts Tutor	11	13
Library & Learning Resources Tech	13	14
Maintenance Worker Groundskeeper	17	22
Maintenance/Trans Clerk Facilities Clerk	15	20
Math Tutor	11	13
Network Administrator	33	38
Payroll Technician	20	23
Science Lab Technician	20	24
Science Tutor	11	13
Skilled Maintenance Worker	19	25
Sr Secretary, TIL	15	19
Supplemental Instruction Assistant	15	20
Testing Technician I	13	16
Testing Technician II	15	18
Til Security Guard/Maintenance	13	14
Tutor, Math & Science	15	18

Date: May 20, 2019
Submitted by: Heather del Rosario, Executive Director of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: June 5, 2019

Title of Board Item:

First Presentation – Tentative Agreement with the Taft College Faculty Association (TCFA) revising Club Advisor Stipends.

Background:

As part of the continuing dialogue through the TCFBC, the parties have reached a consensus regarding increasing the number of club advisor stipends from a maximum of 8 per year to a maximum of 11 per year. The parties have agreed to revised section 7.3.7 – Club Advisor Stipends – in the current collective bargaining agreement to read as follows:

7.3.7 Club Advisor Stipends: One (1) full-time or adjunct faculty member per club, up to a maximum of eleven (11) clubs, excluding ASB, PTK, and SADHA, will be compensated in the amount listed on Appendix B-1, Page 2 of the Faculty Salary Schedule per academic year utilizing the process as described in the Faculty Handbook.

Terms (if applicable):

An implementation date of July 1, 2019.

Expense (if applicable):

\$1,741.33/year per club advisor up to a maximum of eleven club advisors.

Fiscal Impact Including Source of Funds (if applicable):

Approved: 
Dr. Debra Daniels, Superintendent/President

Tentative Agreement Between
Taft College Faculty Association (TCFA/CTA/NEA)
And
West Kern Community College District

CLUB ADVISOR STIPENDS

This Tentative Agreement (“Agreement”) is made by and between the Taft College Faculty Association (“TCFA/CTA/NEA”) and the West Kern Community College District (“District”) (collectively referenced as the “parties”) with respect to the following recitals:

As part of continuing dialogue through the Taft College Faculty Collective Bargaining Committee, the parties have reached a consensus regarding updating Club Advisor Stipends in the Faculty Collective Bargaining Agreement and Salary Schedule, Appendix B-1, Page 2.

Now, therefore, TCFA/CTA/NEA and the District hereby agree as follows:

1. The above recitals are true and correct.
2. The parties agree, effective July 1, 2019, each fall the Human Resources Department will post an internal announcement for a maximum of eleven (11) club advisor stipends in the amount listed on Appendix B-1, Page 2 of the Faculty Salary Schedule per academic year. Interested faculty or adjunct faculty will submit verification that their club has been approved by the ASB or is in the process of being approved. They will also submit the “New Club Information” and “Advisor Consent Form”. A selection committee consisting of the VP of Student Services, ASB Coordinator and two (2) faculty members designated by the Academic Senate will review the submissions and select a maximum of eleven (11) club advisors to receive stipends for the academic year. The parties further agree to include this new club process and forms in the Faculty Handbook as appropriate.
3. The parties further agree Article 7, Compensation, Section 7.3.7 of the collective bargaining agreement (“CBA”) will be revised to reflect the change. The section shall read as follows:

7.3.7 Club Advisor Stipends: One (1) full-time or adjunct faculty member per club, up to a maximum of eleven (11) clubs, excluding ASB, PTK, and SADHA, will be compensated in the amount listed on Appendix B-1, Page 2 of the Faculty Salary Schedule per academic year utilizing the process as described in the Faculty Handbook.
4. The parties further agree to update the Faculty Salary Schedule, Appendix B-1, Page 2 of the CBA as appropriate.

Club Advisor Stipend TA – June 2019

5. Except as set forth in this Agreement, all other terms and conditions of the CBA shall remain unchanged.
6. This Agreement will become effective after ratification by the TCFA/CTA/NEA members and the District's Governing Board.

Dawn Cole, President
Board of Trustees
West Kern Community College District

Diane Jones, President
Taft College Faculty Association/CTA/NEA

Dated: July _____, 2019

Dated: July _____, 2019

Board Approval:

First Presentation: June 5, 2019

Second Presentation/Approval: July 10, 2019

Date: May 20, 2019

Submitted by: Heather del Rosario, Executive Director of Human Resources

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Information Item

Board Meeting Date: June 5, 2019

Title of Board Item:

First Presentation – Tentative Agreement with the Taft College Faculty Association (TCFA) regarding the addition of Article 6.9, Campus Security Video Monitoring and Surveillance Technology, to the Faculty Collective Bargaining Agreement.

Background:

As part of the continuing dialogue through the TCFBC, the parties have reached a consensus regarding the language and intent of the security camera policy. The parties have agreed to add Article 6.9, Campus Security Video Monitoring and Surveillance Technology, to the current collective bargaining agreement to read as follows:

6.9 Campus Security Video Monitoring and Surveillance Technology

Video monitoring will not be used to view or record workstations, including private offices, desks or cubicles, classrooms, or rooms where students, staff and/or faculty commonly work, study, or hold discussions, living areas, or other common-use areas where a reasonable expectation of privacy exists.

Video and access control security records will not be used for purposes related to the evaluation of employee job performance, nor will they be used as a means to track employee attendance and/or as a timekeeping record. However, the District may use such records in support of disciplinary proceedings against faculty, staff, or student(s), in a civil suit against person(s) whose activities are shown on the recording and are the basis for the suit. The Director of Campus Security or an authorized District administrator shall only perform review of video records, with a good faith reason for review.

Security cameras will not be monitored in real time with the exception of those located in the Campus Safety and Security office; as an immediate response to the report of criminal activity on campus; suspicious behavior or in the course of an ongoing investigation of criminal activity. Cameras shall only be reviewed and monitored by the Director of Campus Security or an authorized District administrator with a good faith reason for the review.

Information obtained in violation of the District's campus security camera policy may not be used in a disciplinary proceeding (with the exception of alleged criminal activity) against a faculty member.

It is not the intent of the policy to use security cameras for the monitoring of faculty or employees for disciplinary purposes, performance evaluations, or corrective action.

The District will provide a 10-day written notice to the President and Vice-President of the Faculty Association of proposed installation of new cameras. The Faculty Association will notify the Administration within 10 days if they believe the new cameras are not in compliance with the campus security camera policy prior to the cameras being activated.

The District will provide a 10-day written notice to the President and Vice-President of the Faculty Association of any proposed changes to the campus security camera policy or if any new security or surveillance technology is to be installed or activated by the District.

Terms (if applicable):

An implementation date of July 1, 2019.

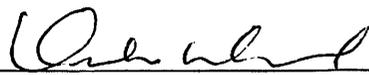
Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: _____



Dr. Debra Daniels, Superintendent/President

**Tentative Agreement Between
Taft College Faculty Association (TCFA/CTA/NEA)
And
West Kern Community College District**

CAMPUS SECURITY VIDEO MONITORING AND SURVEILLANCE TECHNOLOGY

This Tentative Agreement (“Agreement”) is made by and between the Taft College Faculty Association (“TCFA/CTA/NEA”) and the West Kern Community College District (“District”) (collectively referenced as the “parties”) with respect to the following recitals:

As part of continuing dialogue through the Taft College Faculty Collective Bargaining Committee, the parties have reached a consensus regarding the addition of Article 6.9 Campus Security Video Monitoring and Surveillance Technology policy to the Faculty Collective Bargaining Agreement.

Now, therefore, TCFA/CTA/NEA and the District hereby agree as follows:

1. The above recitals are true and correct.
2. The parties agree, effective July 1, 2019, Article 6.9, Security Video Monitoring and Surveillance Technology, shall be added to the Faculty Collective Bargaining agreement. The language for Article 6.9 is attached as Exhibit 1.
3. Except as set forth in this Agreement, all other terms and conditions of the CBA shall remain unchanged.
4. This Agreement will become effective after ratification by the TCFA/CTA/NEA members and the District’s Governing Board.

Dawn Cole, President
Board of Trustees
West Kern Community College District

Diane Jones, President
Taft College Faculty Association/CTA/NEA

Dated: July _____, 2019

Dated: July _____, 2019

Board Approval:

First Presentation: June 5, 2019

Second Presentation/Approval: July 10, 2019

Exhibit 1

6.9 Campus Security Video Monitoring and Surveillance Technology

Video monitoring will not be used to view or record workstations, including private offices, desks or cubicles, classrooms, or rooms where students, staff and/or faculty commonly work, study, or hold discussions, living areas, or other common-use areas where a reasonable expectation of privacy exists.

Video and access control security records will not be used for purposes related to the evaluation of employee job performance, nor will they be used as a means to track employee attendance and/or as a timekeeping record. However, the District may use such records in support of disciplinary proceedings against faculty, staff, or student(s), in a civil suit against person(s) whose activities are shown on the recording and are the basis for the suit. The Director of Campus Security or an authorized District administrator shall only perform review of video records, with a good faith reason for review.

Security cameras will not be monitored in real time with the exception of those located in the Campus Safety and Security office; as an immediate response to the report of criminal activity on campus; suspicious behavior or in the course of an ongoing investigation of criminal activity. Cameras shall only be reviewed and monitored by the Director of Campus Security or an authorized District administrator with a good faith reason for the review.

Information obtained in violation of the District's campus security camera policy may not be used in a disciplinary proceeding (with the exception of alleged criminal activity) against a faculty member. It is not the intent of the policy to use security cameras for the monitoring of faculty or employees for disciplinary purposes, performance evaluations, or corrective action.

The District will provide a 10-day written notice to the President and Vice-President of the Faculty Association of proposed installation of new cameras. The Faculty Association will notify the Administration within 10 days if they believe the new cameras are not in compliance with the campus security camera policy prior to the cameras being activated.

The District will provide a 10-day written notice to the President and Vice-President of the Faculty Association of any proposed changes to the campus security camera policy or if any new security or surveillance technology is to be installed or activated by the District.

Date: May 28, 2019
Submitted by: Heather del Rosario, Executive Director of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: June 5, 2019

Title of Board Item:

First Presentation - Tentative Agreement with the Taft College Faculty Association (TCFA) regarding the revision of Article 6.8, Faculty Evaluation Process, to the Faculty Collective Bargaining Agreement.

Background:

As part of the continuing dialogue through the TCFCBC, the parties have reached a consensus regarding the language of the faculty evaluation process. The parties have agreed to revise Article 6.8, Faculty Evaluation Process, of the current collective bargaining agreement as attached in Exhibit 2.

Terms (if applicable):

An implementation date of August 1, 2019.

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: 
Dr. Debra Daniels, Superintendent/President

Tentative Agreement Between
Taft College Faculty Association (TCFA/CTA/NEA)
And
West Kern Community College District

FACULTY EVALUATION PROCESS

This Tentative Agreement (“Agreement”) is made by and between the Taft College Faculty Association (“TCFA/CTA/NEA”) and the West Kern Community College District (“District”) (collectively referenced as the “parties”) with respect to the following recitals:

As part of continuing dialogue through the Taft College Faculty Collective Bargaining Committee, the parties have reached a consensus regarding the revision of Article 6.8, Faculty Evaluation Process, of the Faculty Collective Bargaining Agreement.

Now, therefore, TCFA/CTA/NEA and the District hereby agree as follows:

1. The above recitals are true and correct.
2. The parties agree, effective August 1, 2019, Article 6.8, Faculty Evaluation Process, shall be revised in the Faculty Collective Bargaining agreement. The language for Article 6.8 is attached as Exhibit 2.
3. Except as set forth in this Agreement, all other terms and conditions of the CBA shall remain unchanged.
4. This Agreement will become effective after ratification by the TCFA/CTA/NEA members and the District’s Governing Board.

Dawn Cole, President
Board of Trustees
West Kern Community College District

Diane Jones, President
Taft College Faculty Association/CTA/NEA

Dated: July _____, 2019

Dated: July _____, 2019

Board Approval:

First Presentation: June 5, 2019

Second Presentation/Approval: July 10, 2019

EXHIBIT 2

6.8 Faculty Evaluation Process

The Faculty evaluation processes should be a collegial and positive opportunity for professional and personal development in order to promote excellence in instruction and service to students.

6.8.1 Procedure for Evaluation of Contract Faculty

Tenure track contract faculty members shall be evaluated annually during the first four years of employment. Non-tenure track contract faculty members shall be evaluated annually for duration of employment. Every contract faculty member will be evaluated in each area of contract responsibility. All evaluations will be conducted during the fall semester unless there are extenuating circumstances. Spring evaluations will only take place with prior approval by the Supervising Administrator.

The evaluation process document will be prepared and distributed to the Contract Faculty Member, Division Chair, Supervising Administrator and Supervising Assistant by the Human Resources Department (HRD) during the fall in-service. All evaluation forms are located in the Human Resources Department and on the HRD website.

The evaluation shall include: (see timeline)

1. Curriculum Packet (if applicable)
2. Peer and Supervising Administrator observations
3. Director of Distance Learning observation (if applicable)
4. Student evaluations (if applicable)
5. Self evaluation
6. Peer evaluation
7. Supervising Administrator evaluation

Teaching Faculty	Non-Teaching Faculty Non-Counselor	Non-Teaching Faculty Counselor
Curriculum Packet		
Peer and Supervising Administrator Observations	Peer and Supervising Administrator Observations	Peer and Supervising Administrator Observations
Director of Distance Learning observation (if applicable)		
Student Evaluations		Student Evaluations
Self Evaluation	Self Evaluation	Self Evaluation
Peer Evaluation	Peer Evaluation	Peer Evaluation
Supervising Administrator Evaluation	Supervising Administrator Evaluation	Supervising Administrator Evaluation

Curriculum Packet

A teaching contract faculty member shall submit a complete curriculum packet to the

EXHIBIT 2

Supervising Administrator and to the Division Chair for peer committee review and evaluation by the end of the 7th week of the fall semester, or for spring evaluations, by the end of the 2nd week of the spring semester. A complete curriculum packet consists of:

- a. syllabus
- b. sample lesson
- c. sample assignment
- d. sample assessment i.e. test or quiz

Peer and Supervising Administrator Observation Process

A peer evaluation committee shall be determined by the end of the 7th week of the fall semester of each academic year. The Division Chair shall determine a peer evaluation committee consisting of the Division Chair and at least 2 faculty members for contract faculty members.

The Supervising Administrator (Superintendent/President and Vice Presidents) and each member of the peer evaluation committee shall conduct a classroom and/or workplace observation of at least one of the contract faculty members' sessions within the 8th to 16th weeks of the fall semester or, for spring evaluations, on or before the last day of the 5th week of the spring semester.

The Supervising Administrator and each peer evaluation committee member shall meet with the contract faculty member in person within five working days of the observation to discuss the observation and both parties shall sign and date the observation document at the conclusion of the meeting. The peer evaluation committee shall meet to formulate their comments and recommendations and then forward a recommendation memo for retention, retention with qualification or non-retention and observation forms and other supporting documentation to the Supervising Administrator on or before the Friday of the second week of the January in-service for the fall semester or, for spring evaluations, on or before the Wednesday of the 7th week of the spring semester.

Director of Distance Learning Observation

The Director of Distance Learning shall contact the contract faculty member by the end of the 7th week of the fall semester or, for spring evaluations, by the end of the 1st week of the spring semester to determine which distance learning course the contract faculty member would like observed.

The Director of Distance Learning shall conduct an observation of the identified distance learning course within the 8th to 16th weeks of the fall semester or, for spring evaluations, within the 2nd to 5th weeks of the spring semester.

The Director of Distance Learning shall meet with the contract faculty member within five working days of the observation to discuss the observation. The Director of Distance Learning shall submit the completed observation form to the Division Chair and Supervising Administrator on or before the Friday of the 16th week of the fall semester or, for spring evaluations, on or before the Friday of the 5th week of the spring semester.

Student Evaluations

Teaching Faculty

The HRD will prepare and distribute the student evaluation process document and student evaluation packets for every face-to-face section the teaching contract faculty member teaches during the semester by the end of the 9th week of the fall semester, or for spring evaluations, by the end of the 1st week of the spring semester. The Distance Learning department will upload into Canvas the student evaluation document for every online section the teaching contract faculty member teaches during the semester by the end of the 9th week of the fall semester, or for spring evaluations, by the end of the 1st week of the spring semester. The Distance Learning department will notify the students that the evaluation form is available and that the due date for completion is on or before the Friday of the 13th week of the fall semester, or for spring evaluations, on or before the Friday of the 5th week of the spring semester.

The HRD will notify the teaching contract faculty member of the commencement of the student evaluation process and of the need to notify their students to complete evaluations. It is the contract faculty member's responsibility to ensure that student evaluations are completed in the applicable format.

For each face-to-face section taught by a contract faculty member, a person other than that contract faculty member will administer the evaluation instrument on or before the Friday of the 13th week of the fall semester or for spring evaluations, on or before the Friday of the 5th week of the spring semester. Exceptions may include but not be limited to short-term courses. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall semester or for spring evaluations, on or before the Friday of the 5th week of the spring semester.

Instructions Attached to the Face-to-Face Student Evaluation Packets

Instructions for Faculty Member:

- 1. The enclosed evaluations are to be completed by the Friday of the 13th week of the fall semester.*
- 2. Please select a student to supervise the Instructor and Course evaluation process.*
- 3. Review the instructions listed below with the Student Supervisor. The Faculty Member shall leave the room while the students are completing the evaluations.*

Instructions for Student Supervisor:

- 1. Distribute an evaluation form to each student in the class.*
- 2. Read the following instructions to the class aloud:*

"In a continuing effort to improve instruction at Taft College, you are asked to take about ten minutes to complete an evaluation on your instructor and course. The results of this evaluation will be used by the instructor as feedback to determine his/her strengths and weaknesses as assessed by the student. No instructor will see the results of this evaluation until this semester is completed and all grades have been turned in to the Record's Office."

EXHIBIT 2

3. Upon completion of the evaluation by your fellow students, place the completed evaluation forms in the tamper resistant envelope, SEAL and SIGN YOUR NAME OVER THE SEAL in the presence of the class. Immediately return the sealed envelope to your instructor, who will return the sealed envelope to the Human Resources Department or HRD mailbox by the deadline.

For each distance learning section taught by the contract faculty member, the completed student evaluations will be returned to the distance learning department and the distance learning department will forward the evaluations to the Human Resources Department on or before the Friday of the 13th week of the fall semester or for spring evaluations, on or before the Friday of the 5th week of the spring semester.

Non-Teaching Faculty Non-Counselor

(student evaluations not applicable)

Non-Teaching Faculty Counselor

The HRD will provide the student evaluation documents to the front desk counseling center staff by the Monday of the 1st week of the fall or spring semester for dissemination between the 1st through 13th weeks of the fall semester or for spring evaluations between the 1st and 5th weeks of the spring semester. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall semester or for spring evaluations, on or before the Friday of the 5th week of the spring semester.

Under the direction of the Human Resources Department, the student evaluation documents shall be scanned into an electronic file for each faculty member. The HRD will forward the student evaluation results to the Supervising Administrator and Division Chair. The Supervising Administrator will distribute the student evaluation results to the contract faculty member once final grades are submitted.

Self Evaluation

Faculty members must complete a self-evaluation for each area of contract responsibility. The self-evaluation will include a written evaluation to address areas outlined in the teaching and non-teaching faculty self-evaluation guidelines. The self-evaluation is due to the Supervising Administrator and to the Division Chair for peer committee review on or before the 1st day of the 2nd week of the January in-service for the fall semester, or for spring evaluations, on or before the Friday of the 6th week of the spring semester.

Peer Evaluation

The peer evaluation committee shall meet to formulate their comments and recommendations and then forward a recommendation memo for retention, retention with qualification or non-retention and observation forms and other supporting documentation to the Supervising Administrator on or before the Friday of the second week of the January in-service for the fall semester or, for spring evaluations, on or before the Wednesday of the 7th week of the spring semester.

EXHIBIT 2

Supervising Administrator Evaluation

After the Supervising Administrator (Superintendent/President and Vice Presidents) reviews the Peer Evaluation Committee’s recommendation and documentation, an appointment will be arranged by the office of the Supervising Administrator to discuss the evaluation with the contract faculty member on or before the last Friday of January for the fall semester or, on or before the Friday of the 7th week of the spring semester. The Supervising Administrator’s recommendation for retention, retention with qualification or non-retention to the Superintendent/President and supporting documentation is due to the Human Resources Department on or before the last Friday of January for the fall semester or, for spring evaluations, on or before the Friday of the 7th week of the spring semester.

In the event the evaluation yields retention with qualification, the Peer Evaluation Committee and Supervising Administrator, in coordination with the Human Resources Department, will outline the areas of concern in a separate document by the end of March and progress will be addressed in the next evaluation.

Contract Faculty Evaluation Timeline Fall Semester	
Document	Deadline
Curriculum Packet (if applicable)	End of the 7 th week of the semester to the Division Chair and Supervising Administrator
Classroom or Workplace Observations	Within the 8 th to 16 th weeks of the semester
Distance Learning Observation (if applicable)	Within the 8 th to 16 th weeks of the semester
Student Evaluations (if applicable)	HRD & DL disseminate by end of the 9 th week of the semester; Student completion within the 10 th to 13 th weeks of the semester For counselors HRD disseminates within the 1 st to 13 th weeks of the semester; Student completion by end of the 13 th week
Self Evaluation	On or before the 1 st day of the 2 nd week of the Jan. in-service to the Division Chair and Supervising Administrator
Peer Evaluations	On or before the Friday of the 2 nd week of the Jan. in-service to the Supervising Administrator
Supervising Administrator Evaluations	On or before the last Friday in January to the Human Resources Department

EXHIBIT 2

Contract Faculty Evaluation Timeline Spring Semester	
Document	Deadline
Curriculum Packet (if applicable)	End of the 2 nd week of the semester to the Division Chair and Supervising Administrator
Classroom or Workplace Observations	Within the 2 nd to 5 th weeks of the semester
Distance Learning Observation (if applicable)	Within the 2 nd to 5 th weeks of the semester
Student Evaluations (if applicable)	HRD & DL disseminate by end of the 1 st week of semester; Student completion within the 2 nd to 5 th weeks of the semester For counselors HRD disseminates within the 1 st to 5 th weeks of the semester; Student completion by end of the 5 th week
Self Evaluation	On or before the Friday of the 6 th week to the Division Chair and Supervising Administrator
Peer Evaluations	On or before the Wednesday of the 7 th week to the Supervising Administrator
Supervising Administrator Evaluations	On or before the Friday of the 7 th week to the Human Resources Department

6.8.2 Procedure for Evaluation of Tenured Faculty

Tenured faculty members (professors) shall be evaluated every third year upon attaining tenure. Each professor will be evaluated in each area of contract responsibility. All evaluations will be conducted during the fall semester unless there are extenuating circumstances.

The evaluation process document will be prepared and distributed to the professor, Division Chair, Supervising Administrator and Supervising Assistant by the Human Resources Department (HRD) during the fall in-service. All evaluation forms are located in the Human Resources Department and on the HRD website.

The evaluations shall include:

1. Student evaluations (if applicable)
2. Self evaluation
3. Peer Evaluation and Statement of Compliance
4. Supervising Administrator Evaluation Meeting

Tenured Faculty (Professor)

EXHIBIT 2

Student Evaluations (if applicable)
Self Evaluation
Peer Evaluation and Statement of Compliance
Supervising Administrator Evaluation Meeting

Student Evaluations

The HRD will prepare and distribute the student evaluation process document and student evaluation packets for every face-to-face section the professor teaches during the semester by the end of the 9th week of the fall semester. The Distance Learning department will upload into Canvas the student evaluation document for every online section the professor teaches during the semester by the end of the 9th week of the fall semester. The Distance Learning department will notify the students that the evaluation form is available and that the due date for completion is on or before the Friday of the 13th week of the fall semester. The HRD will notify the professor of the commencement of the student evaluation process and of the need to notify their students to complete evaluations. It is the professor’s responsibility to ensure that student evaluations are completed in the applicable format.

For each face-to-face section taught by the professor, a person other than that professor will administer the evaluation instrument on or before Friday of the 13th week of the fall semester. The completed evaluations shall be turned into the Human Resources Department on or before Friday of the 13th week of the fall semester. For each online section taught by the professor, the completed student evaluations will be returned to the distance learning department and the distance learning department will forward the evaluations to the Human Resources Department on or before Friday of the 13th week of the fall semester.

Instructions Attached to the Face-to-Face Student Evaluation Packets

Instructions for Faculty Member:

1. The enclosed evaluations are to be completed by the Friday of the 13th week of the fall semester.
2. Please select a student to supervise the Instructor and Course evaluation process.
3. Review the instructions listed below with the Student Supervisor. The Faculty Member shall leave the room while the students are completing the evaluations.

Instructions for Student Supervisor:

1. Distribute an evaluation form to each student in the class.
2. Read the following instructions to the class aloud:

“In a continuing effort to improve instruction at Taft College, you are asked to take about ten minutes to complete an evaluation on your instructor and course. The results of this evaluation will be used by the instructor as feedback to determine his/her strengths and weaknesses as assessed by the student. No instructor will see the results of this evaluation until this semester is completed and all grades have been turned in to the Record’s Office.”

EXHIBIT 2

3. Upon completion of the evaluation by your fellow students, place the completed evaluation forms in the tamper resistant envelope, SEAL and SIGN YOUR NAME OVER THE SEAL in the presence of the class. Immediately return the sealed envelope to your instructor, who will return the sealed envelope to the Human Resources Department or HRD mailbox by the deadline.

Non-Teaching Faculty Non-Counselor

(student evaluations not applicable)

Non-Teaching Faculty Counselor

The HRD will provide the student evaluation documents to the front desk counseling center staff by the Monday of the 1st week of the fall semester for dissemination between the 1st through 13th weeks of the fall semester. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall semester.

Under the direction of the Human Resources Department, the student evaluation documents shall be scanned into an electronic file for each professor. The HRD will forward the student evaluation results to the Supervising Administrator and Division Chair. The Supervising Administrator will distribute the student evaluation results to the professor once final grades are submitted.

Self Evaluation

A professor shall submit a complete self-evaluation packet to the Supervising Administrator on or before the 2nd Friday in March. A complete self-evaluation packet consists of a written evaluation indicating strengths and areas of improvement. The self-evaluation will include a written evaluation to address the four general areas outlined below:

Teaching Faculty	Non-Teaching Faculty
Subject Matter	Accomplishments
Methodology	Professional Development
Professional Relations	Professional Relations
Growth Plan	Growth Plan

Peer Evaluation and Statement of Compliance

A professor shall select 3 peer committee members of their choice. Each peer committee member reviews the professor’s self-evaluation materials and provides feedback to the professor and signs the Statement of Compliance form on or before the first Friday in March

Supervising Administrator Evaluation Meeting

After the Supervising Administrator reviews the professor’s evaluation materials, an appointment will be arranged by the office of the Supervising Administrator to discuss the

EXHIBIT 2

evaluation with the tenured faculty member on or before the 3rd Friday in May. The Supervising Administrator shall complete their portion of the Statement of Compliance form and send with supporting documentation to the Human Resources Department on or before the last Friday in May.

Tenured Faculty Evaluation Timeline Fall Semester	
Document	Deadline
Student Evaluations (if applicable)	HRD & DL disseminate by end of the 9 th week of semester; Student completion within the 10 th to 13 th weeks of the semester For counselors HRD disseminates within the 1 st to 13 th weeks of the semester; Student completion by end of the 13 th week
Peer Evaluation and Statement of Compliance	On or before the first Friday of March
Self Evaluation	On or before the 2 nd Friday of March to the Supervising Administrator
Supervising Administrator Evaluation	On or before the 3 rd Friday in May to the Human Resources Department

6.8.3 Procedure for Evaluation of Adjunct Faculty

Adjunct Faculty members shall be evaluated for a minimum of one class section per discipline for the first two semesters of teaching. From the third semester onward, if any *new* disciplines are taught, the Adjunct Faculty member shall be evaluated a minimum of one class section per discipline. After the first two semesters, the Adjunct Faculty member shall be evaluated a minimum of once every third calendar year of teaching.

Adjunct Counselors shall be evaluated for a minimum of one counseling session for the first two semesters of counseling. From the third semester onward, if working in a new or different program, the Adjunct Counselor shall be evaluated a minimum of one counseling session in the new or different program. After the first two semesters, the Adjunct Counselor shall be evaluated a minimum of once every third calendar year for the duration of employment.

EXHIBIT 2

The evaluation process document will be prepared and distributed to the Adjunct Faculty member, Division Chair, Supervising Administrator and Supervising Assistant by the Human Resources Department (HRD) during the fall or spring in-service. All evaluation forms are located in the Human Resources Department and on the HRD website.

The evaluation shall include:

1. Curriculum Packet (if applicable)
2. Division Chair (or designee) and Supervising Administrator (or designee) observations
3. Director of Distance Learning observation (if applicable)
4. Student evaluations (if applicable)
5. Division Chair (or designee) evaluation and Division Chair recommendation
6. Supervising Administrator (or designee) evaluation and Supervising Administrator recommendation

Teaching Adjunct Faculty	Non-Teaching Adjunct Counselor
Curriculum Packet	
Division Chair (or designee) and Supervising Administrator (or designee) Observations	Division Chair (or designee) and Supervising Administrator (or designee) Observations
Director of Distance Learning Observation (if applicable)	
Student Evaluations	Student Evaluations
Division Chair (or designee) Evaluation and Division Chair Recommendation	Division Chair (or designee) Evaluation and Division Chair Recommendation
Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation	Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation

Curriculum Packet

A teaching Adjunct Faculty member shall submit a complete curriculum packet to the Supervising Administrator and to the Division Chair for review and evaluation by the end of the 7th week of the semester. A complete curriculum packet consists of:

- a. syllabus
- b. sample lesson

EXHIBIT 2

- c. sample assignment
- d. sample assessment i.e. test or quiz

Division Chair (or designee) and Supervising Administrator (or designee) Observation Process

The Supervising Administrator (or designee) and Division Chair (or designee) shall conduct a classroom and/or workplace observation of at least one of the Adjunct Faculty member's sessions within the 8th to 16th weeks of the fall or spring semester. The Supervising Administrator (or designee) and Division Chair (or designee) shall meet with the Adjunct Faculty member in person within five working days of the observation to discuss the observation and both parties shall sign and date the observation document at the conclusion of the meeting.

Director of Distance Learning Observation

The Director of Distance Learning shall contact the Adjunct Faculty member by the end of the 7th week of the fall or spring semester to determine which distance learning course the Adjunct Faculty member would like observed.

The Director of Distance Learning shall conduct an observation of the identified distance learning course within the 8th to 16th weeks of the fall or spring semesters.

The Director of Distance Learning shall meet with the Adjunct Faculty member within five working days of the observation to discuss the observation. The Director of Distance Learning shall submit the completed observation form to the Division Chair and Supervising Administrator on or before the Friday of the 16th week of the fall or spring semester.

Student Evaluations

Adjunct Faculty Teaching

The HRD will prepare and distribute the student evaluation process document and student evaluation packets for every face-to-face section the Adjunct Faculty member teaches during the semester by the end of the 9th week of the fall or spring semester.

The Distance Learning department will upload into Canvas the student evaluation document for every online section the Adjunct Faculty member teaches during the semester by the end of the 9th week of the fall or spring semester. The Distance Learning department will notify the students that the evaluation form is available and that the due date for completion is on or before the Friday of the 13th week of the fall or spring semester.

The HRD will notify the Adjunct Faculty member of the commencement of the student evaluation process and of the need to notify their students to complete evaluations. It is the Adjunct Faculty member's responsibility to ensure that student evaluations are completed in the applicable format.

For each face-to-face section taught by a Adjunct Faculty member, a person other than that Adjunct Faculty member will administer the evaluation instrument on or before the Friday of the 13th week of the fall or spring semester. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall or spring semester.

EXHIBIT 2

Instructions Attached to the Face-to-Face Student Evaluation Packets

Instructions for Faculty Member:

1. *The enclosed evaluations are to be completed by the Friday of the 13th week of the fall semester.*
2. *Please select a student to supervise the Instructor and Course evaluation process.*
3. *Review the instructions listed below with the Student Supervisor. The Faculty Member shall leave the room while the students are completing the evaluations.*

Instructions for Student Supervisor:

1. *Distribute an evaluation form to each student in the class.*
2. *Read the following instructions to the class aloud:*

“In a continuing effort to improve instruction at Taft College, you are asked to take about ten minutes to complete an evaluation on your instructor and course. The results of this evaluation will be used by the instructor as feedback to determine his/her strengths and weaknesses as assessed by the student. No instructor will see the results of this evaluation until this semester is completed and all grades have been turned in to the Record’s Office.”

3. *Upon completion of the evaluation by your fellow students, place the completed evaluation forms in the tamper resistant envelope, SEAL and SIGN YOUR NAME OVER THE SEAL in the presence of the class. Immediately return the sealed envelope to your instructor, who will return the sealed envelope to the Human Resources Department or HRD mailbox by the deadline.*

For each distance learning section taught by the Adjunct Faculty member, the completed student evaluations will be returned to the distance learning department and the distance learning department will forward the evaluations to the Human Resources Department on or before the Friday of the 13th week of the fall or spring semester.

Adjunct Faculty Counselors

The HRD will provide the student evaluation documents to the front desk counseling center staff by the Monday of the 1st week of the fall or spring semester for dissemination between the 1st through 13th weeks of the fall or spring semester. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall or spring semester.

Under the direction of the Human Resources Department, the student evaluation documents shall be scanned into an electronic file for each Adjunct Faculty member. The HRD will forward the student evaluation results to the Supervising Administrator and Division Chair. The Supervising Administrator will distribute the student evaluation results to the Adjunct Faculty member once final grades are submitted.

Division Chair (or designee) Evaluation and Division Chair Recommendation

The peer evaluation form, from the Division Chair (or designee), is due to the Supervising Administrator on or before the Friday of the 16th week of the fall or spring

EXHIBIT 2

semester. The Division Chair recommendation memo, is due to the Supervising Administrator on or before the Friday of the 16th week of the fall or spring semester.

Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation

The Supervising Administrator reviews the observation documents and Division Chair recommendation memo and then makes a recommendation for eligible for re-employment, eligible for re-employment with qualification, or not eligible for re-employment. The Supervising Administrators recommendation and supporting documents are due to the Human Resources Department on or before the Friday of the 17th week of the fall or spring semesters.

Adjunct Faculty Evaluation Timeline Fall Semester	
Document	Deadline
Curriculum Packet (if applicable)	End of the 7 th week of the semester to the Division Chair and Supervising Administrator
Classroom or Workplace Observations	Within the 3 rd to 7 th weeks of the semester for short-term classes Within the 8 th to 16 th weeks of the semester
Distance Learning Observation (if applicable)	Within the 3 rd to 7 th weeks of the semester for short-term classes Within the 8 th to 16 th weeks of the semester
Student Evaluations (if applicable)	HRD & DL disseminate by end of the 3 rd week of semester; Student completion within the 4 th to 8 th weeks of the semester for short-term classes HRD & DL disseminate by end of the 9 th week of semester; Student completion within the 10 th to 13 th weeks of the semester For counselors HRD disseminates within the 1 st to 13 th weeks of the semester; Student completion by end of the 13 th week
Division Chair (or designee) Evaluation Division Chair Recommendation	On or before the Friday of the 16 th week of the semester to the Supervising Administrator
Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation	On or before the Friday of the 17 th week of the semester to the Human Resources Department

EXHIBIT 2

Adjunct Faculty Evaluation Timeline Spring Semester	
Document	Deadline
Curriculum Packet (if applicable)	End of the 7 th week of the semester to the Division Chair and Supervising Administrator
Classroom or Workplace Observations	Within the 3 rd to 7 th weeks of the semester for short-term classes Within the 8 th to 16 th weeks of the semester
Distance Learning Observation (if applicable)	Within the 3 rd to 7 th weeks of the semester for short-term classes Within the 8 th to 16 th weeks of the semester
Student Evaluations (if applicable)	HRD & DL disseminate by end of the 3 rd week of semester; Student completion within the 4 th to 8 th weeks of the semester for short-term classes HRD & DL disseminate by end of the 9 th week of semester; Student completion within the 10 th to 13 th weeks of the semester For counselors HRD disseminates within the 1 st to 13 th weeks of the semester; Student completion by end of the 13 th week
Division Chair (or designee) Evaluation Division Chair Recommendation	On or before the Friday of the 16 th week of the semester to the Supervising Administrator
Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation	On or before the Friday of the 17 th week of the semester to the Human Resources Department

Appeal Process

If any Faculty members under sections 6.8.1-6.8.3 believe that the evaluation process has been violated, he/she may file a grievance pursuant to article 8.2 of the collective bargaining agreement.

Date: May 20, 2019
Submitted by: Ruby Payne, Faculty Association President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: June 5, 2019

Title of Board Item:

Presentation of the Taft College Faculty Association CTA/NEA, Reopener for FY 2019/20

Background:

This item represents the Taft College Faculty Association's reopener proposal for FY 2019/20. The Taft College Faculty Association plans to open Articles 1-12 for the purpose of negotiating the collective bargaining agreement for the 2019/20 academic year.

The Taft College Faculty Association is committed to the utilization of the Interest Based Bargaining process used by the Taft College Faculty Collective Bargaining Committee (TCFCBC) to reach an agreement.

The Reopener Proposal Letter is attached.

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

The fiscal implications will be identified as consensus is reached over various components of the contract.

Approved: 
Dr. Debra Daniels, Superintendent/President

June 5, 2019

**To: Board of Trustees
West Kern Community College District**

From: Taft College Faculty Association

Subject: Re-Opener Proposal for 2019/20 Collective Bargaining Agreement

The Taft College Faculty Association plans to open Articles 1-12 for the purpose of negotiating the collective bargaining agreement for the 2019/20 academic year.

The Taft College Faculty Association is committed to the utilization of the Interest Based Bargaining process used by the Taft College Faculty Collective Bargaining Committee (TCFCBC) to reach an agreement.

Date: May 24, 2019
Submitted by: Greg Hawkins, CSEA President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: June 5, 2019

Title of Board Item:

Presentation of the Taft College CSEA Chapter #543, Reopener for FY 2019/20

Background:

This item represents the Taft College CSEA Chapter #543 reopener proposal for FY 2019/20. The Taft College CSEA Chapter #543 plans to open Articles 1-24 for the purpose of negotiating the collective bargaining agreement for the 2019/20 academic year.

The Taft College CSEA Chapter #543 is committed to the utilization of the Interest Based Bargaining process used by the Taft College Classified Collective Bargaining Committee (TCCCBC) to reach an agreement.

The Reopener Proposal Letter is attached.

Terms (if applicable):

N/A

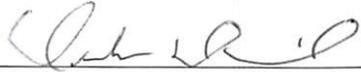
Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

The fiscal implications will be identified as consensus is reached over various components of the contract.

Approved: _____


Dr. Debra Daniels, Superintendent/President

California School Employees Association

Taft College Chapter 543

Date: May 21, 2019
To: Board of Trustees
West Kern Community College
From: Greg Hawkins
Re: Successor Agreement to the 2017-2020 Collective Bargaining Agreement

Taft College California School Employees Association (CSEA), Chapter #543 is requesting negotiation of the successor agreement to the 2017-20 Collective Bargaining Agreement.

The Association would like to address Articles 1 through 24.

Thank you for your consideration of this request. Please contact me should you have any questions.

Thank you,

A handwritten signature in blue ink that reads "Greg Hawkins". The signature is written in a cursive style with a large, looped "G" and "H".

Greg Hawkins

Date: May 29, 2019
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: June 5, 2019

Title of Board Item:

Presentation of the WKCCD Reopener Proposal with the Taft College Faculty Association CTA/NEA for FY 2019/20

Background:

The law requires that initial proposals, including reopener proposals, be presented to the Board of Trustees in open session, and that subsequently a public hearing is held regarding the proposal in order to allow the public to comment before bargaining begins.

This item represents the District's reopener proposal for FY 2019/20 to the Board, and announces that a public hearing has been scheduled for the July 10, 2019 Board of Trustees meeting.

Article 9 of the current agreement states that the parties may reopen any provision of this Agreement by mutual agreement.

As always, the District is committed to the utilization of the Interest Based Bargaining process to reach agreement during negotiations.

Terms (if applicable):

N/A

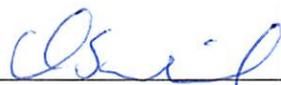
Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

The fiscal implications will be identified as consensus is reached over various components of the contract.

Approved: _____



Dr. Debra Daniels, Superintendent/President

Date: May 29, 2019
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: June 5, 2019

Title of Board Item:

Presentation of the WKCCD Reopener Proposal with the Taft College CSEA Chapter #543 for FY 2019/20

Background:

The law requires that initial proposals, including reopener proposals, be presented to the Board of Trustees in open session, and that subsequently a public hearing is held regarding the proposal in order to allow the public to comment before bargaining begins.

This item represents the District's reopener proposal for FY 2019/20 to the Board, and announces that a public hearing has been scheduled for the July 10, 2019 Board of Trustees meeting.

Article 21 of the current agreement states that the parties may reopen any provision of this Agreement by mutual agreement.

As always, the District is committed to the utilization of the Interest Based Bargaining process to reach agreement during negotiations.

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

The fiscal implications will be identified as consensus is reached over various components of the contract.

Approved: 
Dr. Debra Daniels, Superintendent/President

Date: May 20, 2019
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: June 5, 2019

Title of Board Item:

1st Reading – BP #3502 – Campus Security Cameras

Background:

Board Policy #3502 is a local policy that we are recommending for approval. The draft language was reviewed and recommended for approval by the Campus Safety and Security committee. This policy will outline protocol for the continued use of the security cameras placed on campus.

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: *Debra Daniels* *5/20/19*
Dr. Debra Daniels, Superintendent/President

BP 3502 Campus Security Cameras

Reference:

*Education Code 67380(a)(4), 34 Code of Federal Regulations Part 668.46(b)(3);
ACCJC Accreditation Standard III.B.1*

The Board is committed to providing a college environment that promotes the safety of students, employees, and visitors to college campus grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

The Board believes reasonable use of safety cameras will help the District achieve its goals for campus security. To that end, the Superintendent/President or designee shall identify appropriate locations for the placement of safety cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy.

See Administrative Procedures AP 3502

Date: May 23, 2019
Submitted by: Dr. Leslie Minor, Vice President of Instruction
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 5, 2019

Title of Board Item:

2019-2022 Student Equity Plan

Background:

Educational code requires the completion of a student equity plan in order to ensure equal education opportunities and promote student success for all students, regardless of race, gender, age, disability, or economic circumstances. Taft College's Student Equity Plan outlines the two disproportionately impacted groups as identified by the state Chancellor's office. The plan also outlines goals related to closing the achievement gap for the disproportionately impacted groups as well as focusing on additional groups identified by the College as those who could benefit from "Equity First" activities.

The Student Equity Plan reviews prior year goals and expenditures and outlines goals and expenditures for 2019-2022.

The data, assessment, metrics and evaluation has been discussed and reviewed by the Student Success Committee as well as the Access committee as subcommittees of Governance Council and has been approved by the Academic Senate.

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: _____


Dr. Debra Daniels, Superintendent/President

Student Equity Plan 2019-2022: Executive Summary

Taft College, in the West Kern County Community College District, is located in the city of Taft, California, in the southwestern edge of the San Joaquin Valley in Kern County. The population of Taft was 9,327 at the 2010 census. Taft College in the 2017-2018 academic year served 9,505 students, with an FTES count of 2,889. Of these, 40.3% were female, and 59.7% were male. By race or ethnicity, Asian students made up 1.8% of the population, Black or African Americans students made up 5.8%, Filipino students 1.3%, Hispanic students 44.6%, Pacific Islander students 0.8%, Native American students 3%, White students 32.7%, Mixed race students 9.6%, and other or unknown ethnicity 0.6%. Taft College draws students from the immediate and surrounding areas, including larger metropolitan areas within about a 30 mile radius. Taft College also serves two nearby correctional facilities.

Student equity and success are central to Taft College's vision, mission, and values:

- Vision
 - Taft College instills a passion for learning, leading to success for all.
- Mission
 - Taft College is committed to creating a community of learners by enriching the lives of all students we serve through career technical education, transfer programs, foundational programs, and student support services. Taft College provides an equitable learning environment, defined by applied knowledge leading to students' achievement of their educational goals.
- Values
 - Students and their success.
 - A learning community with teaching excellence.
 - An environment conducive to learning, fairness, dialogue, and continuous improvement.
 - A communicative, collaborative, collegial, and respectful culture.
 - A partnership of students, faculty, support services, and community.
 - Innovation, diversity, creativity, and critical thinking.
 - Academic, financial, personal, and professional integrity.
 - Employees and their professional development.
 - A transparent, accessible, participative governance structure.
 - Innovation, diversity, creativity, and critical thinking.
 - An environment conducive to learning, fairness, dialogue, and continuous improvement.

Ongoing dialogue and integrated planning processes reduce the student achievement gap. College personnel, in collaboration with students, can explore effective and promising practices and provide support services to marginalized students and those who could benefit from additional resources. Widespread dialogue and scalable activities focus on removing barriers for students. These conversations and interventions are student-centered, contributing to the developing culture of Taft College as a student-centered, student-ready institution.

In developing this plan, the college chose to prioritize equity using an "Equity First" approach with a student-ready mindset. This mindset is based on the belief that "every student can succeed." In meeting the "Equity First" approach, all goals are integrated, driving equity-mindedness as the college engages in data mining and data inquiry addressing achievement gaps. The Integrated Plan framework is driven by the college's mission and vision and is aligned with the college Strategic Action Plan. Taft

College is using the Guided Pathways framework to refine existing programs, reduce duplication, expand resources, and support new opportunities for students while strengthening integration efforts across programs.

One of the goals of the Equity Plan is to close the achievement gap for disproportionately impacted groups as identified by the state Chancellor's Office. Another goal is to focus on additional groups identified by Taft College as those who could benefit from the "Equity First" activities. An evaluation process will be implemented, applying defined metrics to the achievement of the goals. The data, assessment, metrics, and overall evaluation will continue to be discussed and reviewed by the Student Success Committee and by the Access Committee on an annual basis. Specific equity activities are listed under each goal aligned with the budgeted funds for those activities.

The two largest disproportionately Impacted groups currently identified by the state Chancellor's Office include:

- Hispanic or Latino males
- White males

The majority of our two largest Disproportionately Impacted groups, White Males and Hispanic/Latino males, are full time employees of industries in our energy sector (oil and petroleum industry). In order to be initially employed – and to remain employed – they must take short-term extended safety courses mandated for California oil producers. They complete these through our contracted education partner, WESTEC (Westside Energy Services Training and Education Center). While these courses also serve as entry level course to certificates through Taft College, students taking these courses are doing so primarily for the purpose of continued employment. Their success goals are not typically toward obtaining a college certificate or degree, rather their immediate goal is continued family wage employment. However, Taft College realizes the importance of continued education to obtain certificates or degrees, so Taft College will continue to provide directed onsite academic counseling at the WESTEC facility on a regular basis and will begin a more robust outreach program directed to these students in Fall 2019, to be reassessed in Fall 2021.

Taft College has an interest in promoting student success for students who were not identified among groups significantly Disproportionately Impacted, but could benefit from equity focused activities. These include groups identified by the Chancellor's Office in previous years as disproportionately impacted:

- Current or former foster youth
- Students with disabilities
- Veterans
- African-American students

Taft College has implemented several processes through the Guided Pathways initiative to ensure the institution consistently and regularly reviews its practices, activities, and policies integral to supporting an equitable learning experience for underserved students. Formal practices include monthly meetings attended by categorical program leaders to discuss services and support available for students (Student Services Staff Meeting, DSPS Staff Meeting, EOPS/CARE/CalWORKS Staff Meeting) and semi-annual advisory board committee meetings (DSPS, EOPS/CARE/CalWORKS). These categorical programs have also created formal processes for referral to capture students identified from general populations who may benefit from categorical program supports. The college's federal TRIO program is integrated into the student services structure to identify students who may not be eligible for state sponsored programs. There are assigned staff and faculty members to support the needs of current and former foster youth,

veterans, and students with disabilities.

Other formalized institutional practices which support the coordination of equity-related programs include annual program review, mandated state and federal annual reporting, and categorical program plans. Through these formal processes, the faculty and administrative leadership responsible for various categorical programs and services coordinate efforts to recruit students, implement program plans, and align program goals with the district’s identified institutional planning priorities (as identified in the district’s Strategic Action Plan, EEO Plan, Educational Master Plan, and SEA Plan).

In addition to reporting and planning practices, several faculty, staff, and administrative members from categorical programs serve on various shared governance committees, including: the Governance Council, the Guided Pathways Oversight Committee, the Academic Development Committee, the 508 Accessibility Committee, Student Services Coordinators Team, the Student Success Committee, and the Access Committee. It is in these settings that the objectives and activities of categorical are shared with other college members, enhancing efforts to coordinate across categorical and college programs.

Review of Equity Plan expenditures by category for 2015-2016, 2016-2017, and 2017-2018:

Fiscal Year	Outreach	Student Services & Categoricals	Research and Evaluation	SE Coordination & Planning	Curriculum/Course Development & Adaptation	Professional Development	Instructional Support	Direct Student Support
2015-2016	\$142,833		\$120,565	\$89,653		\$34,276		\$195,979
2016-2017	\$20,000	\$39,146	\$17,000	\$120,994		\$21,510	\$86,723	\$248,862
2017-2018	\$11,225	\$70,891	\$12,751	\$170,114		\$26,089	\$73,434	\$73,542

Taft College has provided increased professional development on equity, gathered and applied meaningful data on Disproportionately Impacted (DI) populations, and provided DI students with tangible resources and targeted services. Notable activities and achievements have included:

- Professional Development/Training:
 - Kimberly Papillion workshop, “Implicit Bias, Decision-Making and Equity in Education”
 - Cultural Assessment of faculty engagement of equity issues
 - Francis Flynn, Stanford “Communication Equity”
 - Garden Pathways: Mentoring Workshop incorporating trauma informed approach
- Data:
 - Development of DI data table
 - Established data coaches
- Student Resources:
 - Student Resource Center (Food Pantry with Clothing needs)
 - Lactation Room / Parents Room
 - Veterans Resource Center
 - Library resources for incarcerated students

- Student Support:
 - Wellness Counseling (including mental health)
 - Student Equity workers, mentors, coaches

Analysis of prior year goals:

<u>Goals:</u>	<u>Activities:</u>	<u>Status:</u>
Access: Improve access by 1%	“Equity First.” Communication strategy. Persistence support.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> In progress <input type="checkbox"/> Not Completed
Course Completion: Improve course completion success rate by 1%	Peer mentors Success Coaches, Completion Coaches Success Plus	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> In progress <input type="checkbox"/> Not Completed
Degree/Certificate Completion: Improve program completion success rates by 5%.	Success Coaches, Completion Coaches Enrollment management plans	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> In progress <input type="checkbox"/> Not Completed
Transfer	Success Coaches, Completion Coaches Enrollment management plans	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> In progress <input type="checkbox"/> Not Completed

Activities used to achieve previous equity goals:

- “Equity First” – provide outreach and services for students identified in Equity focus.
- Communication Strategy – targeted online communication and community organizing.
- Persistence Support – assigned student peers with special training in persistence support.
- Peer Mentors – student peers with special training in creating a general support relationship.
- Success Coaches – student peer with support training in writing, library use, etc.
- Completion Coaches – student peers with specialized training in degree completion.
- Enrollment Management – optimizing program design, delivery.
- Student resources as needed (e.g., food pantry, Veterans Center)
- Student support as needed (e.g., wellness counseling)

Additional planned “Equity First” activities for 2019-2022

These activities support Taft College’s efforts to improve student success:

- Continue faculty equity training at workshops and webinars (both external and on site).
- Utilize resources including IEPI, CCCCO inmate education, CAP events, Veterans summit, etc.

- Identify housing for homeless students within the community (e.g., dorm rooms on campus).
- Continue faculty training on access for online and on campus students with disabilities.
- Strengthen partnerships with feeder high schools that serve underrepresented students.
- “Cougar Days” outreach to area high schools with one-stop counseling and registration.
- Clarify the Taft College website for easy accessibility to all students and potential students.
- Strengthen and increase tutoring availability, especially for Math and English classes.
- Continue to provide successful student support services including Veterans Center, Parents Room, wellness coaching and counselor, student inmate counseling, Resource Room (food, clothing).
- Increase the use of no-cost or low-cost textbooks and materials.

2019-2022 Student Equity Goals and Activities and Guided Pathway Pillars

Goals and Activities	Guided Pathway Pillar
<i>Goal 1: Increase retention and completion for white and Hispanic/Latino males</i>	
1.1 Outreach to recruit new, underrepresented students.	Clarify the path, enter the path.
1.2 Outreach and academic counseling to WESTEC students.	Enter the path, stay on the path, clarify the path.
1.3 Faculty training on equity and access.	Ensure learning.
1.4 Clarify the Taft College website for easy accessibility to all students and potential students.	Clarify the path, enter the path.
<i>Goal 2: Increase completion for students in categorical programs, including foster youth, DSPS students, Veterans</i>	
2.1 Provide extended orientations for students who are Veterans.	Clarify the path, enter the path, stay on the path.
2.2 Continue use of peer mentoring and peer coaching services for identified student groups, with meaningful follow-up.	Stay on the path, ensure learning.
2.3 Increase range of courses available for tutoring, and hours of available tutors. Embed tutoring and tutor training.	Stay on the path, ensure learning.
2.4 Provide Mental Health and Wellness Counseling to identified students through a college referral process.	Stay on the path, ensure learning.
2.5 Faculty training on equity and access.	Ensure learning.
2.6 Outreach to recruit new, underrepresented students.	Clarify the path, enter path.
2.7 Continue to provide a Student Resource room (food pantry), and Parents Room.	Stay on the path, ensure learning.
2.8 Provide professional development focusing on minimizing the achievement gap for students with disabilities, in and outside the classroom.	Stay on the path, ensure learning.
2.9 Clarify the Taft College website for easy accessibility to all students and potential students.	Clarify the path, enter the path.

2.10 Identify housing for homeless students within the community (e.g., dorm rooms on campus).	Clarify the path, enter the path. Stay on the path, ensure learning.
2.11 Strengthen partnerships with feeder high schools that serve underrepresented students, hold "Cougar Days" at high schools.	Clarify the path, enter the path.
Goal 3: Improve student success for African-American students	
3.1 Faculty training on equity and access.	
3.2 Outreach to recruit new, underrepresented students.	Clarify the path, enter the path.
3.3 Continue use of peer mentoring and peer coaching services for identified student groups, with meaningful follow-up.	Stay on the path, ensure learning.
3.4 Increase range of courses available for tutoring, and hours of available tutors. Embed tutoring and tutor training.	Stay on the path, ensure learning.
3.5 Provide Mental Health and Wellness Counseling to identified students through a college referral process.	Stay on the path, ensure learning.
3.6 Clarify the Taft College website for easy accessibility to all students and potential students.	Clarify the path, enter the path.
3.7 Provide professional development focusing on minimizing the achievement gap for students with disabilities, in and outside the classroom.	Enter the path. Stay on the path, ensure learning.
3.8 Strengthen partnerships with feeder high schools that serve underrepresented students, hold "Cougar Days" at high schools.	Clarify the path, enter the path.

2019-2022 Student Equity Budgeted Funds

Plans for Budgeted Funds	Amount Budgeted
Administrative and student salaries and wages	\$176,034
Benefits, STRS, PERS, OPEB, OASDI, other payroll costs	\$148,720
Consultants and contracts	\$27,950
Computer usage	\$13,000
Employee miscellaneous services	\$10,500
Total	\$376,204

Contact: Leslie Minor, Ph.D.
Vice President of Instruction
Office of Instruction
lminor@taftcollege.edu
(661)-763-7871

Date: May 24, 2019
Submitted by: Amanda Bauer, Executive Director of Fiscal Services
Area Administrator: Brock McMurray, EVP of Administrative Services *Bm*
Subject: Request for Approval

Board Meeting Date: June 5, 2019

Title of Board Item: Fiscal Year 2019-20 Annual Appropriations (GANN) Limit

Background:

Pursuant to Article XIII-B of the State Constitution and Government Code (GC) section 7900 et seq., community college districts are required to compute an annual appropriations limit, commonly referred to as the Gann Limit. The appropriations limit is adjusted annually for changes in price index, population, and other applicable factors.

GC section 7908(c) requires each community college district to report annually to the Chancellor of the California Community Colleges its appropriations limit, appropriations subject to limit, the amount of state aid apportionments and subventions included within the proceeds of taxes of the district, and amounts excluded from the appropriations subject to limit.

Attached is Gann Limit Worksheet which computes the four items listing above for West Kern Community College District. GC section 7910 requires community college districts to annually secure the approval of their local governing boards of the proposed appropriations limit.

Terms (if applicable): Not applicable.

Expense (if applicable): Not applicable.

Fiscal Impact Including Source of Funds (if applicable): Not applicable.

Approved: 

Dr. Debra Daniels, Superintendent/President

**CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
Fiscal Year 2019-20**

DISTRICT: West Kern CCD
DATE: May 24, 2019

I. 2019-20 Appropriations Limit:		
A. 2018-19 Appropriations Limit		\$ 50,052,366
B. 2019-20 Price Factor:	<u>1.0385</u>	
C. Population factor:		
1 2017-18 Second Period Actual FTES	<u>2,830.1100</u>	
2 2018-19 Second Period Actual FTES	<u>2,909.0600</u>	
3 2019-20 Population change factor	<u>1.0279</u>	
(line C.2. divided by line C.1.)		
D. 2018-19 Limit adjusted by inflation and population factors		\$ 53,429,607
(line A multiplied by line B and line C.3.)		
E. Adjustments to increase limit:		
1 Transfers in of financial responsibility	<u>-</u>	
2 Temporary voter approved increases	<u>-</u>	
3 Total adjustments - increase		-
F. Adjustments to decrease limit:		
1 Transfers out of financial responsibility	<u>-</u>	
2 Temporary voter approved increases	<u>-</u>	
3 Total adjustments - decrease		-
G. 2019-20 Appropriations Limit		\$ 53,429,607
II. 2019-20 Appropriations Subject to Limit:		
A. State Aid ¹		\$ 19,726,315
B. State Subventions ²		-
C. Local Property taxes		6,674,467
D. Estimated excess Debt Service taxes		-
E. Estimated Parcel taxes, Square Foot taxes, etc.		-
F. Interest on proceeds of taxes		-
G. Less: Costs for Unreimbursed Mandates ³		-
H. 2019-20 Appropriations Subject to Limit		\$ 26,400,782

¹ General Apportionment, Apprenticeship Allowance, Prop 55 Education Protection Account tax revenue

² Home Owners Property Tax Relief, Timber Yield Tax, etc...

³ Local Appropriations for Unreimbursed State, Court, and Federal Mandates

Date: May 21, 2019
Submitted by: Heather Meason, Executive Director, Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 5, 2019

Title of Board Item:
2018-19 Multiple Method Allocation Certification Form

Background:
The Chancellor's office has established a Multiple Methods model identifying nine best practice areas for success in promoting EEO. Districts are required to complete the Multiple Method Allocation Certification Form annually demonstrating compliance with the Multiple Methods to qualify for EEO funding.

Terms (if applicable):
N/A

Expense (if applicable):
N/A

Fiscal Impact Including Source of Funds (if applicable):
N/A

Approved:  5/21/19
Dr. Debra Daniels, Superintendent/President



District Name: West Kern Community College District

Does the District meet Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year) (All mandatory for funding).

- Yes
- No

The district met at least 6 of the remaining 8 Multiple Methods? (Please mark your answers.)

- Yes
 - Method 2 (Board policies and adopted resolutions)
 - Method 3 (Incentives for hard-to-hire areas/disciplines)
 - Method 4 (Focused outreach and publications)
 - Method 5 (Procedures for addressing diversity throughout hiring steps and levels)
 - Method 6 (Consistent and ongoing training for hiring committees)
 - Method 7 (Professional development focused on diversity)
 - Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review)
 - Method 9 (Grow-Your-Own programs)
- No

I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda showing district EEO Advisory Committee's certification of this report form.

Chair, Equal Employment Opportunity Advisory Committee

Name: Heather del Rosario Title: EEO Advisory Chair/Executive Director Human Resources
Signature: [Signature] Date: 5/17/2019

Chief Human Resources Officer

Name: Heather del Rosario Title: Executive Director, Human Resources
Signature: [Signature] Date: 5/17/2019

Chief Executive Officer (Chancellor or President/Superintendent)

Name: Debra Daniels Title: Superintendent/President
Signature: [Signature] Date: 5/17/19

President/Chair, District Board of Trustees

Date of governing board's approval/certification: _____, 2019

Name: Dawn Cole Title: President/Chair, Board of Trustees
Signature: _____ Date: _____



This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 Multiple Methods.

When providing explanation(s) and evidence of your district's success in implementing the Multiple Methods, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

Nine (9) Multiple Methods

Mandatory for Funding

1. District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance reports for prior year.

Pre-Hiring

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

Hiring

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

Post-Hiring

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

Does District meet Multiple Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year)?

Yes

No

Under the Multiple Method allocation model, districts must minimally have an operational district EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor's Office. (Title 5, section 53003).
- EEO Plans are considered active for three years from the date of when the district's Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title 5, section 53034).



Please provide an explanation and evidence of meeting this Multiple Method, #1.

Multiple Method #1

The West Kern Community College District Board of Trustees has an adopted EEO plan for the period of September 1, 2018-August 31, 2021, a copy of which was submitted to the Chancellor's Office . The EEO plan is accessible on the HR website and in the HR office. The EEO Committee meets four times per academic year and is composed of three faculty members, three classified members, two students and two community members. Ex officio members shall include the Executive Director of Human Resources, the Equal Employment Opportunity Officer, the Title IX Officer and the ADA Coordinator.

Evidence: EEO Plan with adopted date.

EEO Plan website link: <http://www.taftcollege.edu/human-resources/>

To receive funding for this year's allocation amount, districts are also required to meet 6 of the remaining 8 Multiple Methods.

Does the District meet Method #2 (Board policies and adopted resolutions)?

Yes

No

Please provide an explanation and evidence of meeting this Multiple Method, #2.



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2018-2019

Multiple Method #2

Board Policy 3420, Equal Employment Opportunity was adopted by the Board of Trustees on the June 11, 2003. The Board supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized, and community colleges foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds.

Administrative Procedure 3420, Equal Employment Opportunity, implemented on April 6, 2016. It is the District's believe that taking active and vigorous steps to ensure equal employment opportunity and creating a working and academic environment which is welcoming to all, will foster diversity and promote excellence.

Board Policy 7100, Commitment to Diversity was approved on June 17, 2015 by the Board of Trustees. The policy recognizes the District is committed to employing qualified administrators, faculty and staff members who are dedicated to student success. The Board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to the hiring and staff development processes that support the goals of equal opportunity and diversity, and provide equal consideration for all candidates.

Board Policy 7120, Recruitment and Hiring establishes procedures for the recruitment and selection process.

Evidence: Board Policies and Administrative Procedures

Website link: <http://www.taftcollege.edu/board-of-trustees/policies-and-procedures>

Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #3.

Multiple Method #3

The District utilizes resources to ensure a diverse pool of candidates have access to District opportunities. The District advertises in numerous online and print platforms to reach a broad cross section of candidates. The District utilized services such as Zoom as an interview option for candidates outside of the local area. The District provides travel expense reimbursement for academic and administrative candidates from outside the area. The District allows candidates to submit applications via mail, e-mail and online via Edjoin.org.

Evidence: Taft College Human Resources site: <http://www.taftcollege.edu/human-resources/>

Online Application submission link: <https://www.edjoin.org/Home/Jobs?keywords=taft%20college&searchType=all>

Blank reimbursement form.

Does the District meet Method #4 (Focused outreach and publications)?

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #4.



Multiple Method #4

The District utilizes resources to ensure a diverse pool of candidates have access to District opportunities. The District advertises in numerous online platforms that include: District Human Resources website, Edjoin.org, CCC Registry, Chronicle of Higher Education, CommunityCollegeJobs.com, Monster.com. In addition, we research discipline specific resources, listserves and contact faculty/administrators for suggestions on advertising sources that will expand our candidate pool. The District allows candidates to submit applications via mail, e-mail and online via Edjoin.org.

Evidence: Taft College Human Resources site: <http://www.taftcollege.edu/human-resources/>
Online Application submission link: <https://www.edjoin.org/Home/Jobs?keywords=taft%20college&searchType=all>

Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)?

- Yes
- No

Please provide an explanation and evidence of meeting this Multiple Method, #5.

Multiple Method #5

AP 3420 Equal Employment Opportunity & EEO Plan Component 8 – Training for Screening Selection Committees: Under our District EEO plan any organization or individual, whether an employee of the District or not, who is involved in the recruitment and screening/selection of personnel shall receive appropriate training on the requirements of the following:

- Title 5 regulations on equal employment opportunity (section 53000 et. seq.)
- The requirements of federal and state nondiscrimination laws
- The educational benefits of workforce diversity
- The elimination of bias in hiring decisions, and
- Best practices in serving on a selection or screening committee

Members serving in the above capacities will be required to receive training within 12 months prior to service and every 2 years thereafter. This training is mandatory; those who have not received this training will not be allowed to serve on screening/selection committees. Any exceptions to the training requirements are at the discretion of the EEO Officer. The HR Department is responsible for providing the required training.

The District, in partnership with the Human Resources Department, offers Screening and Selection training twice per academic year, typically during fall and spring in-service.

Evidence: EEO Plan, AP 3420
<http://ct-prod-wp.taftcollege.edu/iarp/planning/>

Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?

- Yes
- No



Please provide an explanation and evidence of meeting this Multiple Method, #6.

Multiple Method #6

All initial screening and selection committees receive ongoing training that includes: Role of the Committee, EEO Compliance, Confidentiality, Timeline, Review of Diversity data of the College.

Evidence: Professional Development Training 2018-19

Does the District meet Method #7 (Professional development focused on diversity)?

Yes

No

Please provide an explanation and evidence of meeting this Multiple Method, #7.

Multiple Method #7

The District provides professional development focused on diversity to staff and faculty members throughout the year. Examples of training include: EEO Screening and Selection Committee Training, Strategies for Diversity Enhancement, Bringing Our Communities Together for Effective Compliance with Title IX, Clery and SaVE, Preventing Harassment, Retaliation & Discrimination in the Academic Setting.

Evidence: Professional Development Training 2018-19



Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?

- Yes
 No

Please provide an explanation and evidence of meeting this Multiple Method, #8.

Multiple Method #8

Does the District meet Method #9 (Grow-Your-Own programs)?

- Yes
 No

Please provide an explanation and evidence of meeting this Multiple Method, #9.



California
Community
Colleges

Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form

Fiscal Year 2018-2019

Multiple Method #9

BP 3420 Equal Employment Opportunity

Reference:

Education Code Sections 87100, et seq.;
Title 5, Section 53000, et seq.;
ACCJC Accreditation Standard III.A.12

The Board supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized, and community colleges foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding and respect, harmony and respect, and suitable role models for all students. The Board therefore commits itself to promote the total realization of equal employment through a continuing equal employment opportunity program.

The Superintendent/President shall develop, for review and adoption by the Board, a plan for equal employment opportunity that complies with the Education Code and Title 5 requirements as from time-to-time modified or clarified by judicial interpretation.

See Administrative Procedures AP 3420

AP 3420 Equal Employment Opportunity

References:

Education Code Sections 87100 et seq.;
Title 5 Sections 53000 et seq. and 59300 et seq.;
ACCJC Accreditation Standard III.A.12;
20 U.S. Code Sections 1681 et seq.

The West Kern Community College District's Equal Employment Opportunity (EEO) Plan (available on the District website and in the Human Resource office) is a written plan that implements the District's EEO Program, which includes the definitions contained in Title 5 Section 53001 and addresses the following:

1. Submission of plans and revisions to the California Community Colleges Chancellor's Office for review as required.
2. The designation of the District employee or employees who have been delegated responsibility and authority for implementing the plan and assuring compliance with the requirements of this Procedure;
3. The procedure for filing complaints and the person with whom such complaints are to be filed;
4. A process for ensuring that District employees who participate on screening or selection committees receive, prior to their participation, training on the requirements of the applicable Title 5 regulations and of state and federal nondiscrimination laws, the educational benefits of workforce diversity, the elimination of bias in hiring decisions, and best practices in serving on a screening or selection committee;
5. A process for providing annual written notice to appropriate community-based and professional organizations concerning the District's plan and the need for assistance from such organizations in identifying qualified applicants for openings within the District;
6. A process for gathering information and periodic, longitudinal analysis of the District's employees and applicants, broken down by number of persons from "monitored groups", as defined by Title 5 Section 53001(i), who are employed in the District's work force and those who have applied for employment in each of the job categories listed below.
7. To the extent data regarding potential job applicants is provided by the Chancellor of the California Community Colleges, an analysis of the degree to which monitored groups are underrepresented in comparison to their

representation in the field or job category in numbers of persons from such groups whom the California Community Colleges Chancellor's Office determines to be available and qualified to perform the work required for each such job category and whether or not the underrepresentation is significant;

8. The steps the District will take to promote diversity in its work force;
9. Methods for addressing any discrimination that is detected in the District's hiring practices, and;
10. The plan shall be a public record.

The District shall make a continuous good faith effort to comply with the requirements of the plan.

Annual Evaluation

1. The District shall annually collect the demographic data of its employees and applicants for employment in order to evaluate progress in implementing the EEO plan and to provide data needed for required analyses.
2. An annual report to the California Community Colleges Chancellor's Office of this demographic data. The report shall identify each employee as belonging to one of the following seven job categories:
 - A. Executive/ Administrative/Managerial
 - B. Faculty and other Instructional Staff
 - C. Professional Non-Faculty
 - D. Secretarial/Clerical
 - E. Technical and Paraprofessional
 - F. Skilled Crafts; and
 - G. Service and Maintenance
3. The opportunity for each employee to identify his or her gender, ethnicity and, if applicable, disability. This opportunity must allow for a person to designate multiple ethnic groups with which he or she identifies. However, the person may only be counted in one group for reporting purposes.
4. Districts shall review the annually collected demographic data to determine if significant underrepresentation of a monitored group may be the result of non-job-related factors in the employment process. For the purposes of this subdivision, the phases of the employment process include but are not limited to recruitment, hiring, retention, and promotion. The information to

be reviewed shall include, but need not be limited to, a longitudinal analysis of data regarding job applicants to identify whether over multiple job searches, a monitored group is disproportionately failing to move from the initial applicant pool, to the qualified applicant pool. The District shall also provide analysis of data regarding potential job applicants, to the extent provided by the Chancellor of the California Community Colleges, which may indicate significant underrepresentation of a monitored group.

EEO Advisory Committee

1. The District shall establish an EEO Advisory Committee; and
2. The Advisory Committee shall include a diverse membership whenever possible.
3. The Advisory Committee shall receive training in all of the following: applicable Title 5 regulations and of state and federal nondiscrimination laws; the educational benefits of workforce diversity, the identification and elimination of bias in hiring decisions; and the role of the Advisory Committee in carrying out the District's EEO plan.

The responsibilities of the Committee shall include but be limited to the following:

1. Review and advise on recruitment efforts; job announcements, interview protocols, retention efforts and other aspects of the hiring, retention, and promotion processes that impact the District's ability to attract and retain a diverse faculty and staff;
2. Advise on implementing the District's obligation to hire faculty and administrators with a demonstrated sensitivity to, and understanding of, the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students;
3. Promote communication with community groups and organizations for people with disabilities;
4. Promote hiring of faculty who have, themselves, graduated from a community college;
5. Develop communications among departments to foster understandings of the plan;
6. To advise the Superintendent/President regarding special training or staff development needs;

7. Review the plan and monitor its progress;
8. Recommend changes needed in the plan; and
9. Review and approve the annual written report to the Superintendent/President, the Board of Trustees, and the California Community Colleges Chancellor's office.

Employment Procedures

Job Analysis and Validation: The Human Resource Department shall assure that a proper job analysis is performed for every job filled by the District to determine and validate the knowledge, skills, abilities and characteristics an employee must possess to perform the job satisfactorily. A statement of bona fide essential functions and minimum qualifications shall be developed for all positions.

Job Description: Every job description shall provide a general statement of job duties and responsibilities. Job specifications shall include functions and tasks; knowledge; skills; ability; and job related personal characteristics, including, but not limited to sensitivity to and understanding of the diverse academic, socioeconomic, cultural, linguistic, disability, and ethnic backgrounds of community college students.

Recruitment: Recruitment must be conducted actively within and outside of the District work force.

Open recruitment is mandated for all new full-time and part-time positions, except under limited circumstances involving interim hires.

Recruitment must utilize outreach strategies designed to ensure that all qualified individuals are provided the opportunity to seek employment with the District.

Recruitment for administrative and faculty positions (full and part-time) may include advertisement in appropriate professional journals, job registries and newspapers of general circulation; distribution of job announcements to the EEO Registry, K-12 districts, two and four year colleges, and graduate schools where appropriate candidates might be enrolled; recruitment at conferences, fairs, and professional meetings; notices to institutions and professional organizations.

Recruitment for classified positions shall include notice to all District personnel; notice to Employment Development Department; and advertising in area newspapers of general circulation.

Applicant Pools: The application for employment shall afford each applicant an opportunity to identify himself or herself voluntarily as to gender, ethnicity and, if

applicable, his or her disability. This information shall be maintained in confidence and shall be used only for research, validation, monitoring, evaluation of the effectiveness of the plan, or as authorized by law.

After the application deadline has passed, the initial applicant pool shall be recorded and reviewed by the Executive Director of Human Resources or designee. All initial applications shall be screened to determine which candidates satisfy job specifications set forth in the job announcement. The group of candidates who meet the job specifications shall constitute the "qualified applicant pool."

Once the qualified applicant pool is formed, the pool must again be analyzed. If the Executive Director of Human Resources or designee finds that the composition of the qualified applicant pool may have been influenced by factors which are not job related, the District may immediately, and before the selection process continues, consult with legal counsel to determine what, if any, corrective action is required by law.

Screening and Selection: Screening, selecting and interviewing candidates for all positions shall include thorough and fair procedures that are sensitive to issues of diversity. Procedures to be used must address or include that:

1. Hiring procedures will be provided to the California Community Colleges Chancellor's office on request.
2. All tests conform to generally applicable legal standards for uniformity.
3. A reasonable number of candidates are identified for interview.
4. Screening committees are developed that are representative of the District community and campus; include administrators, faculty, and classified staff members; include a diverse membership when possible; do not include applicants or persons who have written letters of recommendation.
5. Every screening committee includes an individual trained to monitor conformance with EEO requirements. The Executive Director of Human Resources assures that the screening and selection process conforms to accepted principles and practices, including preparation of job related questions in advance; maintains notes for all interviews and record relevant factual reasons stating why a candidate was not hired or was not invited to interview; and monitors the hiring process for adverse impact.
6. Selection shall be based solely on the stated job criteria.

7. For faculty and administrative positions, candidates shall be required to demonstrate sensitivity to diversity in ways relevant to the specific position.

If the District determines that a particular monitored group is significantly underrepresented with respect to one or more job categories, the District shall take the following additional steps:

1. Review its recruitment procedures;
2. Consult with counsel to determine whether there are other, additional measures that may be undertaken that are required or permitted by law;
3. Consider various other means of reducing the underrepresentation which do not involve taking monitored group status into account and implement any such techniques that are feasible;

If significant underrepresentation persists:

1. Review each locally-established job qualification to determine if it is job related and consistent with business necessity;
2. Discontinue the use of any non-job-related local qualification; and
3. Continue using job-related local qualifications only if no alternative standard is reasonably available; and
4. Consider the implementation of additional measures designed to promote diversity.

Delegation of Authority

West Kern Community College District shall be responsible for the designation of a single person as the "EEO Officer" charged with overseeing the day-to-day implementation of the EEO plan and programs. The District has designated the Executive Director of Human Resources as its EEO Officer, who is responsible for the day-to-day implementation of the EEO plan and procedures. The District shall adopt processes to assign responsibilities when the EEO Officer is named in a complaint or implicated by the allegations in a complaint.

Complaint Procedure

The District must identify to the public and to the California Community Colleges Chancellor's office an individual described in Title 5 as the "responsible District officer," responsible for receiving complaints. Informal charges of unlawful

discrimination should be brought to the attention of the responsible District officer. The responsible District officer shall oversee the informal resolution process. The actual investigation of complaints may be assigned to other staff or to outside persons or organizations under contract. An outside investigator must be used when the responsible District officer is named in the complaint or implicated by the allegations in the complaint.

When a person brings charges of unlawful discrimination the officer must:

1. Undertake efforts to resolve the charge informally;
2. Advise the complainant that he or she need not participate in an informal resolution of the complaint;
3. Notify the complainant of the procedures for filing a formal complaint;
4. Notify the complainant that he or she may file a complaint with the Office of Civil Rights of the U.S. Department of Education.
5. If the complainant, a student or an employee, files a formal complaint, the responsible District officer must also forward a copy of the complaint to the California Community Colleges Chancellor's office.

A formal complaint not involving employment, must be processed if it is filed within one year of the date of the alleged unlawful discrimination or within one year of the date on which the complainant knew or should have known the facts underlying the allegation.

A formal complaint alleging discrimination in employment must be filed within 180 days of the date of the alleged unlawful discrimination, unless the complainant first obtained knowledge of the facts of the alleged violation after the expiration of the initial 180 days.

The complaint must be filed by someone who alleges that he or she has personally suffered unlawful discrimination, or by someone who has learned about unlawful discrimination in his or her official capacity.

When a proper complaint is received, the District will begin an impartial fact-finding investigation, and notify the complainant and the California Community Colleges Chancellor's office that it is doing so.

When the investigation is done, the results must be set forth in a written report. The written report must include a description of the circumstances giving rise to the complaint, a summary of the testimony of each witness, an analysis of any relevant data or other evidence collected during the investigation, a specific

finding as to whether discrimination did or did not occur with respect to each allegation in the complaint, and any other appropriate information.

In any case that does not involve employment discrimination, the District must provide the California Community Colleges Chancellor's office with a copy of the investigative report within 90 days from the date the District received the complaint. The District must also provide the complainant with a copy or summary of the investigative report within 90 days from the date the District received the complaint. The California Community Colleges Chancellor's office and the complainant must also be provided with a written notice setting forth the determination of the Executive Director of Human Resources as to whether discrimination did or did not occur with respect to each allegation in the complaint; a description of action taken, if any, to prevent similar problems from occurring in the future; the proposed resolution of the complaint; and notice of the complainant's right to appeal to the District's Governing Board and the California Community Colleges Chancellor's office.

In any case that involves employment discrimination, the District must provide the complainant with a copy or summary of the report, and with written notice setting forth the determination of the Executive Director of Human Resources as to whether discrimination did or did not occur with respect to each allegation in the complaint; a description of action take, if any, to prevent similar problems from occurring in the future; the proposed resolution of the complaint; and the complainant's right to appeal to the District's Governing Board and to file a complaint with the Department of Fair Employment and Housing (DFEH).

If the complainant is not satisfied with the results of the administrative determination, the complainant must be given the opportunity to submit a written appeal to the governing board within 15 days from the date of the notice of the administrative determination. The Board must review the original complaint, the investigative report, the administrative determination, and the appeal and must issue a final District decision within 45 days of receiving the appeal.

In any case not involving employment discrimination, a copy of the final District decision must be promptly forwarded to the complainant and the California Community Colleges Chancellor's office. The complainant must be notified of his or her right to appeal. In any case involving employment discrimination, a copy of the final District decision must be promptly forwarded to the complainant. The complainant must be notified of his or her right to file a complaint with the DFEH.

Where the Board does not act within 45 days the administrative determination must be deemed approved and must become the final District decision. The District shall promptly notify the complainant and in cases not involving employment discrimination, the California Community Colleges Chancellor's office, that the Board took no action and the administrative determination

becomes the final District decision. In cases not involving employment discrimination, the complainant must be informed of his or her right to appeal the District's decision to the California Community Colleges Chancellor's office. In cases involving employment discrimination, the complainant shall be notified of his or her right to file a complaint with the DFEH.

In cases not involving employment discrimination, the complainant must be given the right to file a written appeal with the California Community Colleges Chancellor's office within 30 days after the Board issues the final District decision, permits the administrative decision to become final or from the date that notice of the District's final decision was provided to the complainant pursuant to Section 59338(b) or (d), whichever is later.

The District should retain and make available the original complaint, and copies of the final decision or a statement indicating the date on which the administrative determination become final, the notice given to complainant, the complainant's appeal of the District's administrative determination, the investigative report and any other information the California Community Colleges Chancellor's office may require.

Job Announcements

All job announcements shall contain a statement in substantially the following form: The District is an equal opportunity employer. The policy of the District is to encourage applications from ethnic and racial minorities, women, persons with disabilities, and Vietnam-era veterans. No person shall be denied employment because of ethnicity or race, color, sex or gender, gender identity, age, religion, marital status, disability, sexual orientation, national origin, medical conditions, status as a Vietnam-era veteran, ancestry, or political or organizational affiliation.

Dissemination and Revision of the Plan

All managers and supervisors shall be given copies of the plan as revised from time to time and any guidelines for implementing the plan. Copies of the plan shall be provided to the Academic Senate and the exclusive representatives of any units of employees.

Statements of nondiscrimination shall be posted at locations where applications for employment are distributed.

Such plans shall be reviewed at least every three years, and if necessary, revised and submitted to the California Community Colleges Chancellor's office within 90 days of the effective date of the revision or amendment(s). If the California Community Colleges Chancellor's office determines that the District's policies are

not in compliance with Title 5 Sections 59300 et seq., the California Community Colleges Chancellor's office may require the District to modify its policies.

Accountability and Corrective Action

The District shall certify annually to the Chancellor of the California Community Colleges that they have timely:

1. Recorded, reviewed and reported the data required regarding qualified applicant pools;
2. Reviewed and updated, as needed, the Strategies Component of the District's EEO plan; and
3. Investigated and appropriately responded to formal harassment or discrimination complaints filed pursuant to subchapter 5 (commencing with Section 59300) of chapter 10 of this division.

BP 7100 Commitment to Diversity

Reference:

Education Code Section 87100 et seq.;
Title 5, Section 53000, et seq.

The District is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and staff development processes that support the goals of equal opportunity and diversity, and provide equal consideration for all qualified candidates.

BP 7120 Recruitment and Hiring

Reference:

*Education Code Section 70901.2, 70902(b)(7) & (d), 87100 et seq., and 87458;
Title 5, Section 53000, et seq. and 51023.5;
ACCJC Accreditation Standard III. A. 1*

The Superintendent/President shall establish procedures for the recruitment and selection of employees including, but not limited to, the following criteria.

An Equal Employment Opportunity plan shall be implemented according to Title 5 and Board Policy 3420 titled Equal Employment Opportunity.

Academic employees shall possess the minimum qualifications prescribed for their positions by the Board of Governors.

The criteria and procedures for hiring academic employees shall be established and implemented in accordance with board policies and procedures regarding the Academic Senate's role in local decision-making.

The criteria and procedures for hiring classified employees shall be established after first affording CSEA Chapter #543 an opportunity to participate in the decisions under the Board's policies regarding local decision making.

2018-19 Professional Development

Date	Topic
8/13/2018	EEO Selection Committee Training
8/16/2018	EEO Selection Committee Training
8/27/2018	EEO Selection Committee Training
9/25/2018	EEO Selection Committee Training
1/14/2019	Sexual Harassment Workshop
1/14/2019	Title IX Training, Education & Prevention
1/17/2019	LGBTQIA+ Presentation
1/29/2019	EEO Selection Committee Training
1/29/2019	EEO Selection Committee Training
2/21/2019	Implicit Bias presented by ASCCC
2/21/2019	Mentoring & Retaining a Diverse Faculty presented by ASCCC
2/21/2019	ASCCC Faculty Diversity



District Name: West Kern Community College District

Report	EEO/Diversity Allocation Fund (Ed. Code § 87108)
(a) Total Unexpended Allocation from Previous Year (Carry Over)	\$ 0
(b) 2017-2018 Allocation	\$ 50,000
(c) 2017-2018 Expenditures (Same total listed below in column 1)	\$ 33,424.94
Unexpended Allocations (a + b - c) ** On a separate page, please describe anticipated use of funds and projected date.	\$ 16,757.06

Controlling Account	EEO/Diversity Allocation Fund (Ed. Code § 87108)	Other Funds	Total
1000 Academic Salaries			
2000 Classified Salaries			
3000 Employee Benefits			
4000 Supplies & Materials			
5000 Other Oper. Exp. & Svcs.	33,424.94	20,242.75	53,667.69
6000 Capital Outlay			
7000 Other Outgo			
Totals			

I certify that this expenditure or local report is complete and accurate.

Please Print:

Name: Tiffany Rowden **Title:** Human Resources Analyst Coordinator

Phone: 661-763-7739 **E-Mail Address:** trowden@taftcollege.edu

Signature: _____ **Date:** _____

Prepared by: _____ **Contact Phone No.** _____



District Name: West Kern Community College District

USE WHOLE DOLLAR AMOUNTS

(1) Performance Indicators	(2A) EEO Diversity Fund Expenditures (Ed. Code § 87108)	(2B) Other Fund Expenditures (Identify amount and source)	(3) Description of Activities
1. Activities designed to encourage students to become qualified for, and seek, employment as community college faculty or administrators.	\$	\$	
2. Outreach and recruitment.	\$ 29,624.94	\$ 15,637.75 (General Fund)	During 2017-18 we recruited for 45 positions and received 783 applications. We filled 31 positions and extended the search for 14. These funds allowed our District to utilize more diverse advertising sources. We partnered with Academic Advertising on-line and broadened our advertising campaign's with Job Elephant. We began utilizing Edjoin to help us better track our applicants and make applying more accessible.
3. Professional development on equal employment opportunity.	\$ 3,800.00	\$ 4,605.00 (General Fund)	EEO, Selection Committee Training for all Staff during in-service week. Mandatory for any person who would serve on a selection committee. Also joined several employment groups, such as CalPERLA to help increase knowledge for our EEO officer and HR staff.
4. Accommodations for applicants and employees with disabilities pursuant to title 5, section 53025.	\$	\$	
5. Other reasonable and justifiable activities to promote equal employment opportunities.	\$	\$	

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EQUAL EMPLOYMENT OPPORTUNITY PLAN

August 30, 2018

TABLE OF CONTENTS

PLAN COMPONENT	PAGE
1: Introduction.....	3
2: Definitions.....	4
3: Policy Statement.....	6
4: Delegation of Responsibility, Authority & Compliance.....	7
5: Advisory Committee.....	8
6: Complaints.....	9
7: Notification of District Employees.....	11
8: Training for Committees.....	12
9: Annual Written Notice to Community Organizations.....	13
10: Analysis of District Workforce & Applicant Pool.....	14
11: Methods to Address Underrepresentation.....	16
12: Other Measures Necessary to Further Equal Employment Opportunity.....	20
13: Persons with Disabilities.....	22
14: Graduate Assumption Program of Loans for Education.....	23

PLAN COMPONENT 1: Introduction

The West Kern Community College District Equal Employment Opportunity Policy was adopted by the Governing Board on June 11, 2003. The Equal Employment Opportunity Plan (Plan) was adopted by the Governing Board on September 12, 2018. The Plan reflects the District's commitment to equal employment opportunity. It is the District's belief that taking active and vigorous steps to ensure equal employment opportunity and creating a working and academic environment, which is welcoming to all, will foster diversity and promote excellence.

This Plan is supportive of the West Kern Community College District's institution level Student Learning Outcome relating to "Community/Global Consciousness and Responsibility". At Taft College, graduates should be able to demonstrate social and cultural awareness, ethical behavior, effective and sensitive communication, and a commitment to learning. This Plan is reflective of the belief at Taft College that through an educational experience in an inclusive environment, our students will be better prepared to work and live in an increasingly global society.

The Plan's immediate focus is equal employment opportunity in its recruitment and hiring policies and practices pursuant to the applicable Title 5 regulations (section 53000 et seq.) and the steps the District shall take in the event of underrepresentation of monitored groups. The Plan contains an analysis of the demographic makeup of the District's workforce population and an analysis of whether underrepresentation of monitored groups exists. The Plan also includes the requirements for a complaint procedure for noncompliance with the Title 5 provisions relating to equal employment opportunity programs; complaint procedures in instances of unlawful discrimination; establishment of an EEO Advisory Committee; methods to support equal employment opportunity and an environment which is welcoming to all; and procedures for dissemination of the Plan. To properly serve a growing diverse population, the District will endeavor to hire and retain faculty and staff who are sensitive and knowledgeable of the needs of the continually changing student body it serves.



Dr. Debra Daniels
Superintendent/President
West Kern Community College District

PLAN COMPONENT 2: Definitions

1. **Adverse Impact:** a statistical measure (such as those outlined in the EEO Commission' s Uniform Guidelines on Employee Selection Procedures) that is applied to the effects of a selection procedure and demonstrates a disproportionate negative impact on any group defined in terms of ethnic group identification, gender, or disability. A disparity identified in a given selection process will not be considered to constitute adverse impact if the numbers involved are too small to permit a meaningful comparison.
2. **Business Necessity:** circumstances which justify an exception to the requirements of section 5302 1(b) (l) because compliance with that section would result in substantial additional financial cost to the district or pose a significant threat to human life or safety. Business necessity requires greater financial cost than mere business convenience. Business necessity does not exist where there is an alternative that will serve business needs equally well.
3. **Diversity:** a condition of broad inclusion in an employment environment that offers equality and respect for all persons. A diverse educational community recognizes the educational benefits that flow from employee populations that are varied by race, gender, disability status, belief, age, national origin, cultural background, life experience and other enriching characteristics.
4. **Equal Employment Opportunity:** all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District. Equal employment opportunity should exist at all levels and in all job categories listed in section 53004(a). Ensuring equal employment opportunity also involves creating an environment that fosters cooperation, acceptance, democracy, and free expression of ideas and that is welcoming to men and women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination by Title 5, section 53000 et seq.
5. **Equal Employment Opportunity Plan:** a written document in which a district' s workforce is analyzed and specific plans and procedures are set forth for ensuring equal employment opportunity.
6. **Equal Employment Opportunity Programs:** all the various methods by which equal employment opportunity is ensured. Such methods include, but are not limited to, using nondiscriminatory employment practices, actively recruiting, monitoring and taking additional steps consistent with the requirements of section 53006.
7. **Ethnic Minorities:** American Indians or Alaskan natives, Asians or Pacific Islanders, Blacks/African-Americans, and Hispanics/Latinos.
8. **Ethnic Group Identification:** an individual's identification in one or more of the ethnic groups reported to the Chancellor pursuant to section 53004. These groups shall be more specifically defined by the Chancellor consistent with state and federal law.
9. **Goals for Persons with Disabilities:** a statement that the District will strive to attract and hire additional qualified persons with a disability in order to achieve the level of projected

representation for that group by a target date established by taking into account the expected turnover in the workforce and the availability of persons with disabilities who are qualified to perform a particular job. Goals are not "quotas" or rigid proportions.

10. **In-house or Promotional Only Hiring:** means that only existing District employees are allowed to apply for a position.
11. **Monitored Group(s):** those group(s) identified in section 53004(b) for which monitoring and reporting is required pursuant to section 53004(a).
12. **Person with a Disability:** any person who (1) has a physical or mental impairment as defined in Government Code, section 12926 which limits one or more of such person's major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment. A person with a disability is "limited" if the condition makes the achievement of the major life activity difficult.
13. **Projected Representation:** the percentage of persons from a monitored group determined by the District to be available and qualified to perform the work in question.
14. **Reasonable Accommodation:** the efforts made on the part of the District to remove artificial or real barriers, which prevent or limit the employment and upward mobility of persons with disabilities. "Reasonable accommodations" may include the items designated in section 53025.
15. **Screening or Selection Procedures:** any measure, combination of measures, or procedures used as a basis for any employment decision. Selection procedures include the full range of assessment techniques, including but not limited to traditional paper and pencil tests, performance tests, and physical, educational, and work experience requirements, interviews, and review of application forms.
16. **Significantly Underrepresented Group:** any monitored group for which the percentage of persons from that group employed by the District in any job category listed in section 53004(a) is below eighty percent (80%) of the projected representation for that group in the job category in question.
17. **Target Date:** a point in time by which the district plans to meet an established goal for persons with disabilities and thereby achieve projected representation in a particular job category.

PLAN COMPONENT 3: Policy Statement

The West Kern Community College District is committed to the principles of equal employment opportunity and will implement a comprehensive program to put those principles into practice. It is the District's policy to ensure that all qualified applicants for employment and employees have full and equal access to employment opportunities and are not subjected to discrimination in any program or activity of the District on the basis of national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or because he/she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics. The District will strive to achieve a workforce that is welcoming to men, women, persons with disabilities, and individuals from all ethnic and other groups to ensure the District provides an inclusive educational and employment environment. Such an environment fosters cooperation, acceptance, democracy, and free expression of ideas. An EEO Plan will be maintained to ensure the implementation of equal employment opportunity principles that conform to federal and state laws.

PLAN COMPONENT 4: Delegation of Responsibility, Authority and Compliance

It is the goal of the West Kern Community College District that all employees promote and support equal employment opportunity because equal employment opportunity requires a commitment and a contribution from every segment of the District. The general responsibilities for the prompt and effective implementation of this Plan are set forth below.

- 1. Governing Board:** The Governing Board is ultimately responsible for proper implementation of the District's Plan at all levels of district and college operation and for ensuring equal employment opportunity as described in the Plan.
- 2. Superintendent/President:** The Governing Board delegates to the Superintendent/President the responsibility for ongoing implementation of the Plan and for providing leadership in supporting the District's equal employment opportunity policies and procedures. The Superintendent/President shall advise the Governing Board concerning statewide policy emanating from the Board of Governors of the California Community Colleges and direct the publication of an annual report on plan implementation. The Superintendent/President shall evaluate the performance of all administrative staff who report directly to him/her on their ability to follow and implement the Plan.
- 3. Equal Employment Opportunity Officer:** The District has designated the Executive Director, Human Resources as its EEO Officer who is responsible for the day-to-day implementation of the Plan. If the designation of the EEO Officer changes before this Plan is next revised, the District will notify employees and applicants for employment of the new designee. The EEO Officer is responsible for administering, implementing, and monitoring the Plan and for assuring compliance with the requirements of Title 5, sections 53000 et seq. The EEO Officer is also responsible for receiving complaints described in Plan Component 6 and for ensuring that applicant pools and selection procedures are properly monitored.
- 4. Equal Employment Opportunity Advisory Committee:** The District has established an EEO Advisory Committee to act as an advisory body to the EEO Officer and to promote understanding and support of equal employment opportunity policies and procedures. The EEO Advisory Committee shall assist in the implementation of the Plan in conformance with state and federal regulations and guidelines, monitor equal employment opportunity progress, and provide suggestions for Plan revisions as appropriate.
- 5. Agents of the District:** Any organization or individual, whether or not an employee of the District, who acts on behalf of the Governing Board with regard to the recruitment and screening of personnel, is an agent of the District and is subject to all the requirements of this Plan.
- 6. Good Faith Effort:** The District shall make a continuous good faith effort to comply with all the requirements of its Plan.

PLAN COMPONENT 5: Advisory Committee

The District has established an EEO Advisory Committee to assist the District in implementing its Plan. The Committee may promote an understanding of the following:

- Equal opportunity,
- Nondiscrimination policies and procedures,
- Retention,
- Diversity.

The Committee may offer events and training on the following topics:

- Requirements of state and federal nondiscrimination,
- Identification and elimination of bias in hiring,
- Educational benefits of workforce diversity, and
- The role of the advisory committee in carrying out the District's EEO Plan.

The designated EEO Officer shall train the Advisory Committee on equal employment compliance and the Plan itself. The Committee shall include a diverse membership. A substantial good faith effort to maintain a diverse membership is expected. If the District has been unable to meet this requirement, it will document that efforts were made to recruit Advisory Committee members who are members of monitored groups.

The Committee may be composed of employee populations- three faculty members, three administrators/managers, two students, and two community members- varied by race, gender, sexual orientation, disability, and socio-economic backgrounds. Ex-officio members shall include the designated EEO Officer /Title IX (Employees) Officer and/or appointed designee. The EEO Advisory Committee shall hold a minimum of four (4) meetings per fiscal year with additional meetings if needed to review equal employment opportunity and diversity efforts, programs, policies, and progress. When appropriate, the Advisory Committee shall make recommendations to the Governing Board, the Superintendent/President and the EEO Officer.

PLAN COMPONENT 6: Complaints

1. **Complaints Alleging Violation of the Equal Employment Opportunity Regulations (Section 53026).** The District has established the following process permitting any person to file a complaint alleging that the requirements of the equal employment opportunity regulations have been violated. Any person who believes that the equal employment opportunity regulations have been violated may file a written complaint describing in detail the alleged violation. All complaints shall be signed and dated by the complainant and shall contain, to the best of the complainant's ability, the names of the individuals involved, the date(s) of the event(s) at issue, and a detailed description of the actions constituting the alleged violation. Complaints involving current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than sixty (60) days after such occurrence unless the complainant can verify a compelling reason for the District to waive the sixty (60) day limitation. Complaints alleging violations of the Plan that do not involve current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than ninety (90) days after such occurrence unless the violation is ongoing. A complainant may not appeal the District's determination pursuant to section 53026 to the Chancellor's Office, but under some circumstances, violations of the equal opportunity regulations in Title 5 may constitute a violation of a minimum condition for receipt of state aid. In such a case, a complaint can be filed with the Chancellor's Office, but the complainant will be required to demonstrate that he/she made previous reasonable, but unsuccessful, efforts to resolve the alleged violation at the college and/or district level using the process provided by section 53026. (See California Community Colleges Chancellor's Office Guidelines for Minimum Conditions Complaints at:

<http://www.cccco.edu/divisions/legal/guidelines/GuidelinesforMinimumConditionsComplaints.html>.

The District may return without action any complaints that are inadequate because they do not state a clear violation of the equal employment opportunity regulations. All returned complaints must include from the District a statement of the reason for returning the complaint without action.

How to File a Complaint:

The complaint shall be filed with the EEO Officer in the Human Resources Department. If the complaint involves the EEO Officer, the complaint may be filed with the Superintendent/President. To the extent practicable, a written determination on all accepted written complaints will be issued to the complainant within ninety (90) days of the filing of the complaint. The EEO Officer will forward copies of all written complaints to the Chancellor's Office upon receipt.

In the event that a complaint filed under section 53026 alleges unlawful discrimination, it will be processed according to the requirements of section 59300 et seq.

2. **Complaints Alleging Unlawful Discrimination or Harassment (Section 59300 et seq.):** The District has adopted procedures for complaints alleging unlawful discrimination or harassment. The Executive Director, Human Resources is responsible for receiving such complaints and for coordinating the investigation. Campus complaint officers may be assigned investigation responsibilities. The complaint shall be filed with the EEO Officer in the Human Resources

Department. If the complaint involves the EEO Officer, the complaint may be filed with the Superintendent/President. The District's discrimination and sexual harassment complaint procedures are currently under review and will be added to the District's administrative procedures on the District website as soon as they are finalized.

PLAN COMPONENT 7: Notification to District Employees

The commitment of the Governing Board and the Superintendent/President to equal employment opportunity is emphasized through the broad dissemination of its EEO Policy Statement and Plan. The Policy Statement will be printed in the college catalogs and class schedules. The Plan and subsequent revisions will be distributed to the District's Governing Board, The Superintendent/President, administrators and Supervisors, the academic senate leadership, union representatives, and members of the District's EEO Advisory Committee. The Plan will be available at the library, on the District's website, in the office of the Superintendent/President and the Human Resources Department, and when appropriate, distributed by e-mail.

Each year, the Human Resources Department will provide all employees with a copy of the Governing Board's EEO Policy Statement (located in Component 3 of this Plan) and written notice summarizing the provisions of the District's EEO Plan. The Human Resources Department will provide all new employees with a copy of the written notice described above when they commence their employment with the District. The annual notice will contain the following provisions:

1. The importance of the employee's participation and responsibility in ensuring the Plan's implementation.
2. Where complete copies of the Plan are available, including the library, the District website, the Office of the Superintendent/President and Human Resources Department.

PLAN COMPONENT 8: Training for Committees

Any organization or individual, whether or not an employee of the District, who is involved in the recruitment, screening and/or selection of personnel, shall receive appropriate training on the requirements of the following:

- Title 5 regulations on equal employment opportunity (section 53000 et. seq.)
- The requirements of federal and state nondiscrimination laws
- The educational benefits of workforce diversity
- The elimination of bias in hiring decisions, and
- Best practices in serving on a selection or screening committee

Persons serving in the above capacities will be required to receive training within the 12 months prior to service and every 2 years thereafter. This training is mandatory; individuals who have not received this training will not be allowed to serve on screening/selection committees. Any exceptions to the training requirements are at the discretion of the EEO Officer. The Human Resources Department is responsible for providing the required training. Any individual, whether or not an employee of the District, acting on behalf of the District with regard to recruitment and screening of employees is subject to the equal employment opportunity requirements of Title 5 and the District's EEO Plan.

PLAN COMPONENT 9: Annual Written Notice to Community Organizations

The EEO Officer will provide an annual written notice to appropriate community-based and professional organizations concerning the Plan. The notice will inform these organizations that they may obtain a copy of the Plan, and shall include a request for their assistance in identifying diverse qualified candidates. The notice will include a summary of the Plan, the internet address where the District advertises its job openings, and the names, departments, and phone numbers of individuals to call in order to obtain employment information. The District will actively seek to reach those institutions, organizations, and agencies that may be recruitment sources. A list of organizations, which will receive this notice, is available upon request. This list may be revised from time to time as necessary.

PLAN COMPONENT 10: Analysis of District Workforce and Applicant Pool

The Human Resources Department will annually survey the District's workforce composition. It shall also monitor applicants for employment on an ongoing basis to evaluate the District's progress in implementing the Plan, to provide data needed for the reports required by this Plan, determine whether any monitored group is underrepresented. Monitored groups are:

- Men and women
- American Indians/Alaskan Natives
- Asians or Pacific Islanders
- Blacks/African-Americans
- Hispanics/Latinos
- Caucasians
- Persons with disabilities.

For purposes of the survey and report, each applicant or employee will be afforded the opportunity to voluntarily identify his or her gender, ethnic group identification and, if applicable, his or her disability. Persons may designate as many ethnicities as they identify with, but shall be counted in only one ethnic group for reporting purposes. This information will be kept confidential and will be separated from the applications that are forwarded to the screening/selection committee. The District will annually report to the Superintendent/President the results of its annual survey of employees. At least every three years the Plan will be reviewed and, if necessary, revised based on an analysis of the ethnic group identification, gender, and disability composition of existing staff and of those who have applied for employment in each of the following identified job categories:

- Executive/Administrative/Managerial
- Faculty and other Instructional Staff:
 - Adult Education
 - Career Education
 - English
 - Health and Physical Education
 - Humanities
- Professional Non-faculty
- Secretarial/Clerical
- Technical and Paraprofessional
- Skilled Crafts
- Service and Maintenance

The District's workforce and applicant pools for the academic year of 2015-16, 2016-17 and 2017-18 are as follows:

Table 1: Applicant Diversity

AC Year	Category	Total Open Positions	Applicants	Respondents	Respondents			
					Male	Female	40+ Years of Age	Disabled
2015-16	Executive/Administrative/Management	2	23	3	2	1	0	0
2015-16	Secretary/Clerical	7	182	153	21	130	29	1
2015-16	Service & Maintenance	1	14	13	8	5	5	0
2015-16	Technical & Paraprofessional	19	320	236	53	182	57	3
2015-16	Faculty & Other Instructional Staff	7	72	5	5	0	0	0
2016-17	Faculty & Other Instructional Staff	6	44	3	2	1	1	0
2016-17	Executive/Administrative/Management	2	33	0	0	0	0	0
2016-17	Technical & Paraprofessional	9	179	94	27	67	20	1
2016-17	Secretary/Clerical	7	119	57	10	47	19	0
2016-17	Service & Maintenance	1	45	31	19	12	11	0
2017-18	Executive/Administrative/Management	10	105	0	0	0	0	0
2017-18	Faculty & Other Instructional Staff	14	79	1	0	1	0	0
2017-18	Technical & Paraprofessional	15	239	98	23	75	18	0
2017-18	Service & Maintenance	2	55	30	18	12	10	0
2017-18	Secretary/Clerical	6	65	33	9	24	3	0

Table 2: Applicant Ethnicity

AC Year	Category	Total Open Positions	Applicants	Respondents	Respondents				
					American Indian/ Alaskan Native	Asian/ Pacific Islander	Black/ African American	Hispanic/ Latino	White
2015-16	Executive/Administrative/Management	2	23	3	0	0	0	3	0
2015-16	Secretary/Clerical	7	182	153	4	8	4	42	95
2015-16	Service & Maintenance	1	14	13	0	0	0	4	8
2015-16	Technical & Paraprofessional	19	320	236	3	6	5	70	148
2015-16	Faculty & Other Instructional Staff	7	72	5	0	1	0	3	1
2016-17	Faculty & Other Instructional Staff	6	44	3	0	0	0	3	0
2016-17	Executive/Administrative/Management	2	33	0	0	0	0	0	0
2016-17	Technical & Paraprofessional	9	179	94	4	3	2	23	60
2016-17	Secretary/Clerical	7	119	57	1	0	1	18	32
2016-17	Service & Maintenance	1	45	31	2	2	1	9	16
2017-18	Executive/Administrative/Management	10	105	0	0	0	0	0	0
2017-18	Faculty & Other Instructional Staff	14	79	1	0	0	0	1	0
2017-18	Technical & Paraprofessional	15	239	98	5	0	0	31	61
2017-18	Service & Maintenance	2	55	30	2	1	0	10	17
2017-18	Secretary/Clerical	6	65	33	3	0	1	6	23

Information and data on the District employees can be found in the [Human Resources Report \(2018\)](#) posted on the College website.

COMPONENT 11: Methods to Address Underrepresentation

The West Kern Community College District is committed to assuring equal employment opportunity and therefore makes all efforts to build a community in which opportunity is equalized. The District is committed to fostering a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds.

As noted earlier, Taft College supports the belief that diversity in the academic environment fosters cultural awareness, mutual understanding and respect, and provides students with an appreciation for diversity beyond the college campus.

To create this environment, the District places great emphasis on the recruitment of potential applicants in order to create a diverse pool of qualified individuals from which to hire. With a diverse pool, the District takes steps within the screening/selection process to allow for the hiring of candidates with varied backgrounds who can contribute and effectively communicate in a diverse community. The equal employment opportunity provisions below are applicable to all hiring activities regardless of whether filling full or part- time positions.

A 2018 Human Resources Study examined the applicant pools in 2015-18 and concluded that no adverse impact was apparent. However, the diversity of the District' s employee population does not reflect the diversity of its student population or the District's service area population.

To address any identified underrepresentation of monitored groups pursuant to Plan Component 10, the district will regularly review and where needed, revise its recruitment and hiring procedures and policies in accordance with the following provisions, which represent best practices in selection and hiring procedures. The District' s Recruitment and Hiring Procedures will reflect the following provisions:

Recruitment:

It is the policy of the District to aggressively pursue a program of verifiable recruitment that is inclusive and open to all individuals.

On a regular basis, the District will review its recruitment sources to determine their effectiveness in generating diverse candidate pools. It will take steps to develop and contact new recruitment sources that ensure diverse pool s of candidates. Diverse pools should include, but not be limited to, men, women, persons with disabilities, and individuals from all ethnicities an d other groups protected from discrimination. The Equal Employment Opportunity Advisory Committee is encouraged to utilize and notify the District of additional recruitment options that may enable the District to obtain a diverse pool of applicants. The District will include in the recruitment section of its Recruitment and Hiring Procedures the practices below.

For any job category where continuing underrepresentation exists, the District will apply the recruitment procedures set forth in Title 5, section 53021 to conduct full and open recruitment for all new openings and will not invoke the provisions for in-house interim appointments or the exception under 53021(c)(7) for engaging an administrator through a professional services contract

unless the Superintendent/President or his/her designee first notifies the governing board and the Equal Employment Opportunity Advisory Committee in writing of the compelling reason to limit the persons who may be considered for a vacancy in a job category where underrepresentation persists.

Recruitment for all open positions shall include, but not be limited to, placement of job announcements in the following instruments:

- General circulation newspapers, general circulation publications, and general market radio and television stations, including electronic media.
- Local and regional community newspapers.
- Newspapers, publications, and radio and television stations that provide information in languages other than English and to low-income communities.
- Publications, including electronic media that are distributed to the general market and to newspapers, publications, and radio and television stations, whose primary audience is comprised of groups found to be underrepresented in the District's workforce.
- Recruitment booths at job fairs or conferences oriented to both the general market and the economically disadvantaged as well as those events drawing significant participation by groups found to be underrepresented in the District's workforce.

Job Postings:

The District's recruitment and hiring procedures section on "Job Postings" will be reviewed to ensure the following:

- Job postings will state clearly job specifications setting forth the knowledge, skills, and abilities necessary to job performance.
- For all positions, job requirements will include demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.
- Job specifications, including any "required," "desired," or "preferred" qualifications beyond the state minimum qualifications which the District wishes to utilize, will be reviewed by the Equal Employment Opportunity Officer before the position is announced, to ensure conformity with equal employment regulations and state and federal nondiscrimination laws. All job announcements shall state that the district is an "Equal Opportunity Employer."

Committee Procedures:

The West Kern Community College District seeks to employ qualified persons with a broad range of backgrounds and abilities who have the knowledge and experience to work effectively in a diverse environment. The selection process is based on merit, and will extend to all candidates a fair,

impartial examination of qualifications based on job-related criteria. The District's recruitment and hiring procedures will be regularly reviewed and will include in its section on applicant screening by screening/interview committees the following provisions:

1. All screening or selection techniques, including the procedure for developing interview questions, and the selection process as a whole, will be:
 - a. Designed to ensure that, for all positions, meaningful consideration is given to the extent to which applicants demonstrate a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students;
 - b. Based solely on job-related criteria; and
 - c. Designed to avoid an adverse impact, and monitored by means consistent with this section to detect and address adverse impact which does occur for any monitored group.
2. When possible, every effort will be made, within the limits allowed by federal and state law, to ensure departments and others responsible for establishing selection/ screening committees include a diverse membership, which will bring a variety of perspectives to the assessment of applicant qualifications. Selection/screening committees will be encouraged to include members from monitored groups.
3. The Equal Employment Opportunity Officer shall review the makeup of selection/screening committees and make every effort to encourage diversity on selection/screening committees.
4. Before a person can serve on a selection/screening committee, he or she must receive Selection Committee training as noted in Plan Component 8.
5. Interviews must include at least one question which assess the candidate's understanding of and commitment to equal employment opportunity and his or her level of cultural proficiency.
6. All screening materials must be approved by the Equal Employment Opportunity Officer for compliance with equal employment opportunity principles.

The District will not designate or set aside particular positions to be filled by members of any group defined in terms of national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or because he/she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics, or engage in any other practice, which would result in discriminatory or preferential treatment prohibited by state or federal law. The District will not apply the Plan in a rigid manner that has the purpose or effect of so discriminating.

The Governing Board or its designee shall make all final hiring decisions based upon careful review of the candidate or candidates recommended through the screening/interview committee. This

includes the right to reject all candidates and to order further review or to reopen the position where necessary to achieve the objectives of the Plan or to ensure equal employment opportunity.

The District will review the pattern of its hiring decisions over time, and if it determines that those patterns do not meet the objectives of the Plan, the district will request the Equal Employment Opportunity Advisory Committee to recommend new methods to meet the Plan objectives, or if necessary, to modify the Plan itself to ensure equal employment opportunity.

COMPONENT 12: Other Measures Necessary to Further Equal Employment Opportunity

In order to fulfill its mission of ensuring equal employment opportunity and the creation of a diverse workforce, many approaches are necessary. Equal employment opportunity means all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District. Equal employment opportunity should exist at all levels and in all job categories. Ensuring equal employment opportunity also involves creating an environment that fosters cooperation, acceptance, democracy, and free expression of ideas that welcomes men and women, persons with disabilities, and individuals from all ethnicities and other groups protected from discrimination.

To promote a more diverse campus environment, the District will sponsor cultural events with speakers on issues dealing with diversity, continue to explore how to infuse diversity into the classroom and curriculum, and promote the concept of cultural proficiency. The District will also promote learning opportunities and personal growth in the area of diversity and evaluate how the physical environment can be responsive to its diverse employee and student populations.

In implementing these strategies, the District may choose to:

1. Include guest speakers from underrepresented groups who are in leadership positions and who may inspire students and employees.
2. Highlight the District's equal employment opportunity policies in job announcements and in its recruitment, marketing, and other publications. Include in job announcements language indicating candidates demonstrate they can incorporate diversity into their major job duties.
3. Promote discussions involving multicultural awareness.
4. Work with the appropriate District departments to implement diversity and multiculturalism into their course outlines and services to students.
5. Review and revise the District's publications and other marketing tools to reflect diversity in pictures, graphics, and text to project an inclusive image.
6. Recognize and value faculty and staff who have promoted diversity and equal employment opportunity principles.
7. Provide EEO/diversity workshops during in-service days.
8. Establish an online presence by highlighting the District's diversity and equal employment opportunity, Americans with Disabilities Act (ADA), sexual harassment and nondiscrimination policies, procedures, and programs on the District's website. The website will also list contact persons for further information on these topics.

9. Acknowledge the value of multicultural celebrations on campus.
10. Have a formal EEO program on campus that is visible, valued, and supported.
11. Seek direct contact with student, professional, community, and other organizations that represent the diverse community we serve. These organizations can serve as resources for referring potential candidates for District employment.

PLAN COMPONENT 13: Persons with Disabilities

- 1. Reasonable Accommodations:** Applicants and current employees with disabilities shall receive reasonable accommodations consistent with the requirements of Government Code, sections 11135 et seq. and 12940(m); section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act (ADA). Such accommodations may include, but are not limited to, job site modifications, job restructuring, part-time work schedules, flexible scheduling, reassignment to a reasonably equivalent vacant position, adaptive equipment, and auxiliary aides such as readers, interpreters, and note takers. The Human Resources Department is responsible for handling requests from applicants and current employees seeking such accommodations. The Human Resources Department is responsible for handling requests for accommodations from current employees as well as from applicants seeking such accommodations during the application process. Requests can be made on the "Request for Reasonable Accommodation" form.
- 2. Procedures When Underrepresentation is Found:** When persons with disabilities are found to be significantly underrepresented, measures required in this Plan will be implemented.
- 3. Analysis of workforce and applicant data:** Since employees' disability status may change during their service, every three years the college will survey employees to collect updated information on disability status.

PLAN COMPONENT 14: Graduate Assumption Program of Loans for Education

The District will encourage community college students to seek employment as community college employees, and inform students about programs that may assist them to complete their graduate studies. The District will post informational flyers on the campus concerning such programs and make information available in student newspapers, the course catalog, and in locations accessible to students, including but not limited to, Counseling, Financial Aid, Admissions and Records, the Bookstore, and the Student Center.

Date: May 10, 2019
Submitted by: Norberto Lopez Jr., Curriculum Technician
Area Administrator: Dr. Leslie Minor, Vice President of Instruction 
Subject: Request for Approval

Board Meeting Date: June 12, 2019

Title of Board Item:

Course Revisions

Background:

Under accreditation requirements, academic institutions are expected to review and update its courses to ensure they meet current standards.

Math & Science Division

The Math and Science Division has revised the following courses as part of the five-year review cycle:

1. PHED 1742 Offseason Intercollegiate Soccer

Learning Support Division

The Learning Support Division has revised the following courses as part of the five-year review cycle:

1. DS 1502 Disabilities and the Law
2. DS 1504 Cultural Competency Towards Disabilities
3. DS 1506 Safety Advocacy and Maltreatment Prevention and Safety at Home and in the Community

Social Science Division

The Social Science Division has revised the following course as part of the five-year review cycle:

1. ECEF 2021 Introduction to the Primary Grade Classroom

Liberal Arts Division

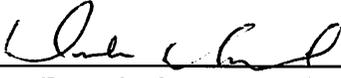
The Liberal Arts Division has revised the following courses as part of the five-year review cycle:

1. ART 1600 Basic Design
2. ART 1811 Graphic Design



Fiscal Impact Including Source of Funds (if applicable):

None

Approved: 
Dr. Debra Daniels, Superintendent/President



BOARD AGENDA ITEM

Date: May 10, 2019
Submitted by: Norberto Lopez Jr., Curriculum Technician Area
Administrator: Dr. Leslie Minor, Vice President of Instruction *lm*
Subject: Request for Approval

Board Meeting Date: June 12, 2019

Title of Board Item:

New Course

Background:

Under accreditation requirements, academic institutions are expected to review and update its curriculum to ensure they meet current standards.

English Division

The development of this new course, English 1501: Enhanced Composition and Reading, was developed in compliance with AB 705.

1. ENGL 1501 Enhanced Composition and Reading

Impact Including Source of Funds (if applicable):

None

Approved: *Debra Daniels*
Dr. Debra Daniels, Superintendent/President

Prepared by: G. Dyer
Reviewed by: S. Wallace,
Reviewed by: D. Kerr,
Reviewed by: B. Devine
Reviewed by: K. Carlson
Date Prepared: April 1, 2019
C & GE approved: May 3, 2019

English (ENGL) 1501 Enhanced Composition and Reading (4 Units)

Prerequisite: Completion of English 1000 and Reading 1005 with a grade of 'C' or better or qualification by placement which recommends or strongly recommends additional academic support.

Prerequisite knowledge and skills: Before entering the course, the student should be able to:

1. **use correct grammar, syntax, and punctuation,**
2. **develop the ability to organize written expression in formal, clear language,**
3. **demonstrate correct mechanics of sentence structure and punctuation,**
4. **develop an awareness of levels of language,**
5. **demonstrate concrete evidence of an increased vocabulary,**
6. **demonstrate the ability to interpret and analyze written passages of increasing difficulty,**
7. **effectively self-evaluate written work,**
8. **compose coherent essays,**
9. **analyze the fundamentals of term paper techniques and library use.**
10. **interpret meaning of vocabulary in context,**
11. **recognize main ideas, determine implied main ideas, and the central point,**
12. **identify supporting details,**
13. **discriminate among transitions that involve addition, cause and effect, comparison and/or contrast, examples, and time,**
14. **distinguish between facts and opinions,**
15. **determine logical inferences by drawing conclusions,**
16. **identify an author's purpose and tone,**
17. **evaluate arguments,**
18. **apply reading strategies to other academic courses, and**
19. **analyze and synthesize appropriate information in the library for a basic research assignment**

Hours and Unit Calculations:

64 Hours Lecture. 128 Outside-of-class Hours. (192 Total Student Learning Hours) 4 Units.

Catalog Description: This is a collegiate-level course in expository and argumentative writing, appropriate and effective use of language and vocabulary, close reading, critical thinking, research paper, information literacy, and documentation. This course includes a fourth hour of instruction per week to help students develop the reading, writing, and study skills necessary for academic success.

Type of Class/Course: Degree Credit

Texts: Lowe, Charles, and Pavel Zemlianski, editors. *Writing Spaces: Readings on Writing, Volume 1*. Parlor Press, 2010. <http://writingspaces.org/volume1>

MLA Handbook for Writers of Research Papers. 8th ed., MLA, 2016.

Additional Required Materials:

Course Objectives:

By the end of the course, a successful student will be able to:

1. **Read, analyze, and evaluate a variety of primarily non-fiction texts for content, context, and rhetorical merit with consideration of tone, audience, and purpose,**
2. **Apply a variety of rhetorical strategies in writing unified, well-organized essays with arguable theses and persuasive support,**
3. **Develop varied and flexible strategies for generating, drafting, and revising essays,**
4. **Analyze stylistic choices in their own writing and the writing of others,**
5. **Write timed essays in class exhibiting acceptable college-level control of mechanics, organization, development, and coherence,**
6. **Integrate the ideas of others through paraphrasing, summarizing, and quoting without plagiarism,**
7. **Find, evaluate, analyze, and interpret primary and secondary sources, incorporating them into written essays using appropriate documentation format, and**
8. **Proofread and edit essays for presentation so they exhibit no disruptive errors in English grammar, usage, or punctuation**

Course Scope and Content:

Unit I Reading Strategies

A. Essays in a variety of rhetorical modes

a. Reading for Comprehension

- i. **Pre-reading**
- ii. **Previewing**
- iii. **Scanning**
- iv. **Spot-reading**
- v. **Identifying unfamiliar vocabulary**

- vi. Decoding discursive usage and jargon
- b. Critical reading
 - i. Reading against the grain
 - ii. Rhetorical analysis
 - iii. Annotation of texts
 - iv. Rhetorical context: audience, purpose, and form
 - v. Pathos, ethos, and logos
 - vi. Publication contexts
 - vii. Ideology, worldview, and slant
 - viii. Tone, diction, and figurative language
 - ix. Denotation and connotation
 - x. Identification and evaluation of claims and evidence

Unit II Study Skills:

- A. Environment: Where do you study?
- B. Time management: When do you study?
 - a. Balancing school, family, and work commitments
 - b. Anticipating deadlines and adapting to unforeseen circumstances
- C. Resources: What do you require to succeed?
 - a. Resources provided by Taft College
 - i. Library Resources, including reserve texts
 - ii. Tutoring resources, including online tutoring
 - iii. Disabled Student Programs and Services
 - 1. High-Tech Center
 - 2. Assistive technology
 - iv. Counseling and advising
 - v. Reviewing and maintain your educational plan
 - vi. Student Equity Center resources
 - vii. Veterans' Center resources
- D. Affect
 - a. Asserting self-confidence
 - b. Accepting constructive feedback
 - c. Self-advocacy
 - a. Using syllabi and gradebooks
 - b. Requesting additional assistance
 - d. Decorum, academic language, and identity

Unit III Basics of Academic Writing

- A. Academic language vs. informal language
- B. Review of grammar, punctuation, and mechanics
 - a. Identification of errors in writing
 - b. Demonstration of eliminating personal errors through revision

Unit IV Critical Thinking



- A. Claims, premises, evidence
- B. Assumption
- C. Induction and deduction
- D. Logical fallacies
- E. Procatlepsis

Unit V Information Competency

- A. Types of sources and where to find them
 - 1. Primary and secondary
 - 2. Databases
 - 3. Websites
 - 4. Periodicals
 - 5. Using library catalog
 - 6. Advanced web searches/Boolean operators
 - 7. Refining searches in browsers and databases
- B. Evaluating sources
 - 1. Publication contexts
 - 2. Domain names and what they imply
 - 3. Sponsorship and advertisements
 - 4. Authorship
 - 5. Credibility, relevance, and recency
 - 6. Peer review and fact-checking

Unit VI Synthesizing Research into Writing

- A. Avoiding plagiarism
- B. Direct quotation, paraphrase, and summary
- C. Quotes within quotes, ellipses, brackets, and “qtd. in”
- D. In-text citation
- E. Works Cited Page
- F. Introducing sources
- G. Attributive tags/signal phrases
- H. Selecting appropriate evidence
- I. Analysis of sources
- J. Extending, elaborating on, challenging, and refuting claims of others

Unit VII Writing Essays (process and rhetorical mode essays, cumulatively totaling 6000 words)

- A. Writing process: prewriting, outlining, drafting, revision, editing, proofreading
- B. Application of various rhetorical modes, including argument
- C. Use of evidence to support claims
- D. Anticipation of opposing arguments
- E. Awareness of audience
- F. Use of appropriate tone for audience
- G. Use of content and form to achieve purpose



- H. Finding, evaluating, and selecting research
- I. Responding to research
- J. Developing thesis to extend academic conversation
- K. Written analysis of sources
- L. MLA format, in-text citation, and works cited page

Learning Activities Required Outside of Class

The students in the class will spend a minimum of 8 hours per week outside of the regular class time doing the following:

1. Completing reflection assignments
2. Reviewing required study materials
3. Reading for comprehension
4. Reading rhetorically
5. Composing writing assignments

Methods of Instruction

1. Read, discuss, analyze, and classify essays and other types of written expression, paying particular attention to meaning, structure, and style.
2. Write compositions of varying length and complexity, illustrating principles discussed in analysis of reading and using reading assignments as models.
3. Discuss meanings and implications of words in context.
4. After lectures and study of techniques of library use, compile a works cited, select quotations, create paraphrases, find answers to specific research questions, and complete preparations for research paper.
5. Evaluate specific examples of faulty reasoning found in texts.

Methods of Evaluation

1. Substantial writing assignments, including:
 - a. Regular reflection assignments relating to study skills, student success resources, and students' progress towards meeting academic and personal goals
 - b. Essay exam(s)
 - c. Reading report(s)
 - d. Other paper(s) (6000 words formal writing)
 - e. Research presentation
2. Computational or non-computational critical thinking demonstrations, including
 - a. Exam(s)
 - b. Homework problems
 - c. Quizzes
 - d. Research paper
3. Composition Skill demonstrations, including:



a. Class performance(s)

b. Performance exam(s)

Supplemental Data:

<u>T.O.P. Code:</u>	<u>150100: English</u>
<u>Sam Priority Code:</u>	<u>E</u>
<u>Funding Agency:</u>	<u>Y</u>
<u>Program Status:</u>	<u>1</u>
<u>Noncredit Category:</u>	<u>Y</u>
<u>Special Class Status:</u>	<u>N</u>
<u>Basic Skills Status:</u>	<u>Not applicable</u>
<u>Prior to College Level:</u>	<u>Y</u>
<u>Cooperative Work Experience:</u>	<u>N</u>
<u>Eligible for Credit by Exam:</u>	<u>N</u>
<u>Eligible for Pass/No Pass:</u>	<u>N</u>
<u>Disciplines:</u>	<u>English</u>

Date: May 22, 2019
Submitted by: Aaron Markovits, Program Director TIL
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 5, 2019

Title of Board Item:

2019-2020 Residential Lease Agreements for TIL Student Off-Campus Housing (list attached)

Background:

Students live off campus the 2nd year of the TIL Program. By contracting with the home owners directly, the College has the ability to implement and enforce student rules appropriate to the independent living experience. The students pay the fees directly to the College. The process will be incorporated into their money management classes.

Terms (if applicable):

August 1st, 2019-July 31, 2020

Expense (if applicable):

No direct expense to the District.

Fiscal Impact Including Source of Funds (if applicable):

The rental agreements are for 12 months. The annual amount will be paid over an 11 month period which coincides with the TIL academic calendar.

Approved: 
Dr. Debra Daniels, Superintendent/President

RESIDENTIAL LEASE

THIS RESIDENTIAL LEASE (“Lease”) dated as of [date], is entered into between [name and capacity of landlord] (“Landlord”) and West Kern Community College District (“Tenant” or “District”).

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Lease

Tenant leases from Landlord the premises located at [address], and consisting of [description of leased premises and amenities included in lease] on the terms and conditions contained in this Lease (collectively, “Leased Premises”).

Section 2. Term

The term of this Lease shall commence on [date] and continue for a period of [number of months].

Section 3. Deposit

Concurrent the execution of this Lease, Tenant shall deliver to Landlord a deposit in the amount of [amount] in the form of a District warrant, personal check, cashier’s check, or cash (“Deposit”). The Deposit shall be held as security for the performance of Tenant’s obligations under this Lease pursuant to Section 14.

Section 4. Rent

Rent shall be [amount] per month (“Monthly Rent”), payable in advance, on the first day of each calendar month to Landlord or Landlord’s authorized agent, at the following address: [address of landlord or property manager] or at any other place designated by Landlord in writing from time to time. If Tenant takes possession of the Leased Premises on a date other than the first day of a calendar month, the first rent payment shall be prorated in accordance with the then remaining number of days in the month prorated on the basis of a thirty day month (Monthly Rent/30 = daily rent). Rent that equals the amount due for 12 months shall be paid over an 11 month period.

Section 5. Utilities, Services, and Yard Care

Tenant shall be responsible for securing accounts in Tenant’s name for and the payment of all utilities and services to the Leased Premises, except [list utilities, services, and yard care to be paid by landlord], which shall be paid by Landlord.

Section 6. Use and Subletting/Licensing

Landlord acknowledges that Tenant intends to use the Leased Premises as a part of Tenant’s Transition to Independent Living (“TIL”) program, which consists primarily of housing TIL program students in the Leased Premises as a private dwelling. The use of the Leased Premises

will also include District staff and related parties regularly meeting with TIL program students in the Leased Premises as a component of the TIL program, and other TIL related activities. As a necessary component of the District's use of the Leased Premises, District intends to enter into subletting or licensing agreements with TIL program students ("Students") for the use and occupancy of the Leased Premises for TIL program purposes. Landlord unconditionally consents to such subletting or licensing of all or a portion of the Leased Premises, provided that such subletting or licensing shall not alter Tenant's responsibility for the obligations under this Lease.

Without Landlord's prior written consent, Tenant and Students may not use or maintain a waterbed on the Leased Premises. Tenant and Students may not repair any automobiles or any other motor vehicles, heavy machinery, or equipment, anywhere on the Leased Premises or in or around the building of which the Leased Premises are a part, including the parking area, garage, and driveway. Tenant and Students may not keep or maintain any pets on the Leased Premises without the prior written consent of Landlord, which Landlord may withhold in Landlord's sole discretion.

Section 7. Compliance with Law

Tenant shall comply with all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities now or later in force pertaining to the use of the Leased Premises, and shall require the same of the Students.

Section 8. Maintenance and Alterations

Except as set forth in this Lease, Tenant agrees that as of the delivery of possession the Leased Premises are in good working order and repair. Landlord shall, at Landlord's own expense and at all times, maintain the Leased Premises in good working order and repair, including all equipment, appliances, furniture, fixtures, and furnishings. Tenant shall be responsible for damages caused by Tenant's negligence and that of Tenant's family, invitees, subtenants, licensees, and guests. Tenant shall not paint, wallpaper, or otherwise make permanent alterations to the Leased Premises without the prior written consent of Landlord. Tenant shall not commit or allow any person to commit any act resulting in the destruction, defacement, damage, impairment, or removal of any part of the Leased Premises, including wall, ceiling, and floor coverings, and the furniture, fixtures, and furnishings of the Leased Premises. Tenant shall surrender the Leased Premises at termination of this Lease in as good condition as received, normal wear and tear excepted. Tenant shall require Students to comply with this Section.

Section 9. Entry

Landlord shall have the right to enter the Leased Premises for the purposes of making necessary or agreed repairs and for showing the Leased Premises to prospective tenants, purchasers, or mortgagees, provided that, except in the case of an emergency, such entry shall be made during normal business hours and upon at least thirty-six (36) hours' prior notice to Tenant. Tenant may not change the locks to the Leased Premises without the prior consent of Landlord.

Section 10. Indemnification

Landlord shall not be liable for any damage or injury to Tenant or any other person, or to any property, occurring on the Leased Premises or any part of the Leased Premises or in common areas, unless the damage is caused by the negligent, willful, or intentional act or omission to act of Landlord, Landlord's agents, or Landlord's employees. Tenant agrees to indemnify, defend, and hold harmless Landlord for any liability, costs (including reasonable attorneys' fees), or claims for personal injuries or property damage that is the proximate result of the gross negligence or willful misconduct of Tenant or Tenant's guests or invitees. Each party waives the right of subrogation against the other party.

Section 11. Delay of Possession

Tenant may terminate this Lease if possession is not delivered within five (5) days of the commencement of the Term.

Section 12. Default and Time to Cure

If Tenant fails to pay rent when due, or to perform any term of this Lease, after not less than seven (7) days' written notice of default given to Tenant in the manner required by law, Landlord, at Landlord's option, may terminate all rights of Tenant under this Lease, unless Tenant, within the time specified, cures the default.

Section 13. Remedies

If Tenant defaults, Landlord may elect to:

(a) continue the lease in effect, and enforce all Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due, or

(b) at any time, terminate all of Tenant's rights under this Lease, and recover from Tenant all damages Landlord may incur by reason of the breach of the lease, including the cost of recovering the Leased Premises and including the worth at the time of the termination or at the time of an award if suit is instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of the rental loss that Tenant proves could be reasonably voided.

In addition to any other rights and remedies allowed by this Lease or by law, Landlord shall have the remedies as set forth in Civil Code §§ 1951.2 and 1951.4.

Section 14. Security Deposit

Tenant is placing a Deposit with Landlord in the sum set forth in Section 3. Landlord shall not be obligated to pay interest on the Deposit. Landlord will hold the deposit for the full and timely performance by Tenant of Tenant's obligations under this Lease, including payment of rent and cleaning, maintaining, and repairing the Leased Premises after surrender. If all or any portion of Tenant's security deposit is applied by Landlord during the term of this Lease, Landlord may demand that Tenant replenish the full amount applied. Tenant's failure to replenish the amount

within seven (7) days after written demand will constitute a breach of this Lease. The balance of all deposits shall be refunded no later than twenty-one (21) calendar days from the date possession of the Leased Premises is delivered to Landlord or Landlord's agent, together with a statement showing any charges made against the deposits by Landlord.

Section 15. Waiver

No failure of Landlord to enforce any term of this Lease shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount of rent.

Section 16. Notices

Any notice that either party may or is required to give, may be given by mailing the notice, postage prepaid at the address shown below, or at any other place designated in writing by the parties from time to time.

IF TO LANDLORD:

[address of landlord or property manager]

IF TO TENANT:

Attn: Superintendent-President
WEST KERN COMMUNITY COLLEGE DISTRICT
29 Emmons Park Drive
Taft, California 93268

Section 17. Successors and Assigns

This Lease is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of Landlord and Tenant.

Section 18. Time

Time is of the essence in this Lease.

Section 19. Holding Over

Any holding over after expiration of the Lease, with the consent of Landlord, shall be construed as a month-to-month tenancy in accordance with the terms of this Lease, as applicable. No holding over or extension of this Lease shall extend the time for the exercise of the option unless agreed upon in writing by Landlord.

Section 20. Late Charges

If Tenant fails to pay the Monthly Rent within five (5) days after the due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damage to Landlord caused by

that failure and therefore agrees to pay a late charge of [amount]. The amounts due under this Section are in addition to and not in lieu of any other remedies of Landlord.

Section 21. Construction

Headings at the beginning of each section of this Lease are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Lease. The singular form shall include plural, and vice versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease.

Section 22. Further Assurances

Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements contemplated by this Lease. Each party also agrees to do any other acts and to execute, acknowledge, and deliver any documents reasonably requested to carry out the intent and purpose of this Lease.

Section 23. Third Party Rights

Nothing in this Lease, express or implied, is intended to confer upon any person, other than the parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Lease. Tenant shall not assign this Lease without Landlord's advance written approval.

Section 24. Counterparts

This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Section 25. Amendment

This Lease may not be amended or altered except by an instrument in writing executed by Landlord and Tenant.

Section 26. Partial Invalidity

Any provision of this Lease that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall have no effect, but all the remaining provisions of this Lease shall remain in full force.

Section 27. Governing Law and Venue

The validity, meaning, and effect of this Lease shall be determined in accordance with California law, and any disputes concerning the subject matter of this Lease shall have proper venue in the Superior Court for the County of Kern.

IN WITNESS WHEREOF, Tenant has executed this Lease as of the date first above written.

LANDLORD:

TENANT:

[name and capacity of landlord]

WEST KERN COMMUNITY COLLEGE
DISTRICT

By: _____
[Name]

By: _____
Debra Daniels
Superintendent-President

Off-Campus Landlord/Rent Information

108 Village Way	\$1,875.00	(Taft College)
MB	\$495.00	Business Office
Rm 2	\$460.00	
Rm 3	\$460.00	
Rm 4	\$460.00	
108 Buchanan	\$1,400.00	(Taft College)
MB	\$490.00	Business Office
Rm 2	\$455.00	
Rm 3	\$455.00	
106 Taylor	\$1,400.00	(Brian White)
Rm 1	\$466.67	
Rm 2	\$466.67	
Rm 3	\$466.67	
101 Polk	\$1,310.00	(Dusty/Sherrie Watkins)
Rm 1	\$425.00	
Rm 2	\$425.00	
Rm 3	\$460.00	
326 Lucard	\$928.00	(DK & M Property)
Rm 1	\$464.00	
Rm 2	\$464.00	
325 Woodrow	\$873.00	(Everett & Teresa Binkley)
MB	\$444.00	
Rm 1	\$429.00	
327 Woodrow	\$873.00	(Everett & Teresa Binkley)
MB	\$444.00	
Rm 1	\$429.00	
330 Lucard #A	\$820.00	(D K & M Property)
Rm 1 (apartment A)	\$410.00	
Rm 2 (apartment A)	\$410.00	

330 Lucard #B

\$820.00

Rm 1 (apartment B) \$410.00
Rm 2 (apartment B) \$410.00

(DK & M Property)

330 Lucard #C

\$820.00

Rm 1 (apartment C) \$410.00
Rm 2 (apartment C) \$410.00

(DK & M Property)

(Updated 04/30/2018)

Date: May 20, 2019
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 5, 2019

Title of Board Item:

Memorandum of Understanding (MOU) Between West Kern Community College District (WKCCD) and Taft Union High School District (TUHSD) Dual Enrollment Program and Concurrent Enrollment Program (Revised)

Background:

The West Kern Community College District and Taft Union High School District have collaborated to create the attached revised MOU in an effort to provide TUHSD students an opportunity to enroll in dual-credit courses. The MOU will be reviewed annually by both Districts and if necessary the WKCCD Dual Enrollment Committee will recommend changes to the MOU. Until changes are necessary, this MOU will remain in effect.

Terms (if applicable):

Expense (if applicable):

Fiscal Impact Including Source of Funds (if applicable):

Approved: 
Dr. Debra Daniels, Superintendent/President

Memorandum of Understanding (MOU) Between West Kern Community College District (WKCCD) and Taft Union High School District (TUHSD) Dual Enrollment Program and Concurrent Enrollment Program

Purpose

The purpose of the dual enrollment program is to afford current high school students the opportunity to enroll in dual-credit courses to expand student access to affordable higher education, provide challenging academic experiences to qualified high school students and reduce the costs of a college education for students and their families. Successful completion of transfer courses will enable students to simultaneously earn college credit transferable to two-and-four-year colleges and universities and satisfy high school graduation requirements. Dual enrollment course offerings are meant to enrich the TUHSD high school curriculum program and not supplant the high school curriculum program.

The purpose of the concurrent enrollment program is to afford current high school students the opportunity to enroll in college courses in order to give them higher education experiences while still in high school. Successful completion of college courses will enable students to earn WKCCD college credit. TUHSD will determine when dual-credit is awarded for concurrent enrollment courses.

Program Management

The WKCCD Dual Enrollment Committee will manage the dual enrollment and concurrent enrollment programs as delineated in this document. The WKCCD Dual Enrollment Committee will evaluate any grant funding opportunities sought by the WKCCD or TUHSD for dual enrollment or concurrent enrollment, prior to the start of the grant application process. The committee consists of administrators and faculty members from both WKCCD and TUHSD (see charter).

Dual Enrollment Program

Course Offerings

Dual enrollment courses are taught during the TUHSD school day on the TUHSD campus with the exception of Online PSYC 1500. The dual enrollment program offerings are shown in the table below. Dual enrollment courses are offered in the same manner, rigor, and in accordance with the same policies and procedures, including class-size limits as all other WKCCD courses.

Fall 2019				
Course	Class Size Limit	Units	Instructor Load	Required Instruction Hours
Online PSYC 1500	35	3.0	3.0	48
ENGL 1500	25	3.0	3.0	48
Spring 2020				
Course	Class Size Limit	Units	Instructor Load	Required Instruction Hours
COMM 1511	30	3.0	3.0	48
ENGL 1600	30	4.0	4.0	64
BIOL 1510	24	4.0	6.0	96

Staffing

Faculty members assigned to teach dual enrollment courses must meet the minimum qualifications as defined by the Chancellor’s office document *Minimum Qualifications for Faculty and Administrators in California Community Colleges*, as well as, relevant WKCCD hiring criteria. Substitute Faculty members must also meet the minimum qualifications described above.

Compensation

TUHSD shall be solely responsible for all salaries, wages, benefits, and fully funded STRS contributions for faculty members teaching dual enrollment courses on the TUHSD campus. TUHSD will be the employer of record for the purposes of compensation, assignment monitoring, and reporting to any and all appropriate agencies pursuant to state and federal law, including but not limited to, provision of workers compensation coverage, payroll taxes, and STRS employer contributions.

Evaluation

It will be the sole responsibility of WKCCD to conduct faculty evaluations of faculty members teaching dual enrollment courses in accordance with the Taft College Faculty Collective bargaining agreement.

Academic Advising

Academic advising and support services for students enrolled in dual enrollment courses will be the primary responsibility of the TUHSD.

Concurrent Enrollment Program

High school students must follow the procedures outlined on the WKCCD website (link shown below) to enroll in courses via the concurrent enrollment program.

<http://www.taftcollege.edu/admissions/wp-content/uploads/sites/12/2018/05/High-School-Special-Admittance-Print.pdf>

WKCCD and TUHSD agree to annually review and/or change the terms of this MOU via the WKCCD Dual Enrollment committee. The MOU shall remain in effect until the WKCCD Dual Enrollment committee recommends changes to the terms of the MOU.

West Kern Community College District

Taft Union High School District

Dr. Debra Daniels
Superintendent/President

Dr. Blanca Cavazos
Superintendent

Date: _____

Date: _____

BOARD AGENDA ITEM

Date: May 17, 2019

Submitted by: Severo M. Balason, Jr., Vice President of Student Services

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Approval



Board Meeting Date: June 5, 2019

Title of Board Item:

Contract for Professional Services with (10) Taft Union High School District Employees for Participation & Attendance for the California Academic Partnership Program (CAPP) Guided Pathways Alignment Project Summer Convening/Grant Work

Background:

As a requirement for the District to continue participating in the California Academic Partnership Program (CAPP) grant, the District and its TUHS partners for this project will be attending the CAPP Guided Pathways Alignment Project Summer Convening in June. CSU, the sponsor of the grant, is having a summer convening conference with the other community colleges from the Central Valley to discuss progress on the alignment project and activities that have been conducted as well as planning sessions for the following year. The District has been invited to send our team including high school and college partners. (See the attached list of attendees.)

Terms (if applicable):

The term of the agreement is for participation/attendance and travel to the conference from June 17, 2019 through June 19, 2019.

Expense (if applicable):

The cost for each TUHS conference attendee is a flat fee of \$1,600 plus travel expenses (mileage & food) up to \$239.72. The total cost for all ten (10) attendees is \$18,397.20. The travel expenses (mileage & food) will be reimbursed by CSU.

Fiscal Impact Including Source of Funds (if applicable):

The CAPP Grant funds will be utilized and have been included in the 2018-2019 budget projections for this service.

Approved: 
Dr. Debra Daniels, Superintendent/President

Taft Union High School District Employees:

1. Maria Alvarez
2. Mary Alice Finn
3. Mark Fitzsimmons
4. Sarah Hamblin
5. Emmy Lou Heber
6. Michelle Lopez
7. Lilia Murillo
8. Angela Pendergrass
9. Debra Popejoy
10. Tammy Sutherland

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Maria Alvarez (“Independent Contractor”). The agreement is effective June 17, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) Guided Pathways Alignment Project Summer Convening/Grant Work (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services June 17, 2019 through June 19, 2019.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the Guided Pathways Alignment Project (GPAP) conference/summer convening.
4. **Compensation.** Independent Contractor shall be paid a lump sum of \$1,600 for attending the conference and up to \$239.72 for travel expenses.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. **Monthly Service Report.** Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. (*May not apply in some cases.*)

7. **Expenses/Mileage Reimbursement.** The District shall reimburse Independent Contractor up to \$239.72 for travel expenses for mileage and food for the entire term at the established rate established by the CSU per diem rate. Receipts for all expenditures are required for reimbursement. See reimbursement GPAP Summer Convening Form. *Document, forms, and all receipts must be received by June 30th for reimbursement purposes.*

8. **Standards of Ethical Conduct and Confidentiality.** Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. **Earlier Termination.** District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

Budget Code:
12639-301-5510-64900 (\$1,600)
12639-301-5710-64900 (\$239.72)

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Maria Alvarez

 5/17/19

Signature


5/19/19

Signature

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT ("District") and Mary Alice Finn ("Independent Contractor"). The agreement is effective June 17, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) Guided Pathways Alignment Project Summer Convening/Grant Work (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

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3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the Guided Pathways Alignment Project (GPAP) conference/summer convening.
4. **Compensation.** Independent Contractor shall be paid a lump sum of \$1,600 for attending the conference and up to \$239.72 for travel expenses.
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claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

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8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

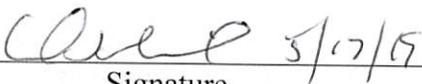
Budget Code:
12639-301-5510-64900 (\$1,600)
12639-301-5710-64900 (\$239.72)

West Kern Community College District:

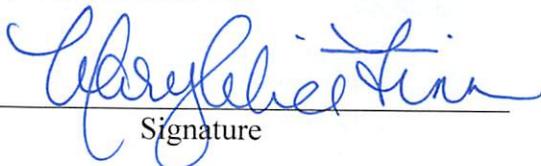
Independent Contractor:

By: Dr. Debra S. Daniels

By: Mary Alice Finn



Signature



Signature

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Mark Fitzsimmons (“Independent Contractor”). The agreement is effective June 17, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) Guided Pathways Alignment Project Summer Convening/Grant Work (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services June 17, 2019 through June 19, 2019.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the Guided Pathways Alignment Project (GPAP) conference/summer convening.
4. **Compensation.** Independent Contractor shall be paid a lump sum of \$1,600 for attending the conference and up to \$239.72 for travel expenses.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$239.72 for travel expenses for mileage and food for the entire term at the established rate established by the CSU per diem rate. Receipts for all expenditures are required for reimbursement. See reimbursement GPAP Summer Convening Form. *Document, forms, and all receipts must be received by June 30th for reimbursement purposes.*

8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

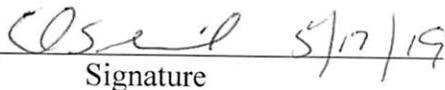
Budget Code:
12639-301-5510-64900 (\$1,600)
12639-301-5710-64900 (\$239.72)

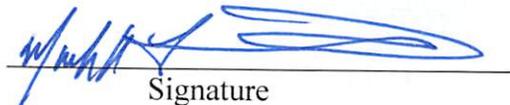
West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Mark Fitzsimmons


Signature


Signature

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT ("District") and Sarah Hamblin ("Independent Contractor"). The agreement is effective June 17, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) Guided Pathways Alignment Project Summer Convening/Grant Work (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services June 17, 2019 through June 19, 2019.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the Guided Pathways Alignment Project (GPAP) conference/summer convening.
4. **Compensation.** Independent Contractor shall be paid a lump sum of \$1,600 for attending the conference and up to \$239.72 for travel expenses.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$239.72 for travel expenses for mileage and food for the entire term at the established rate established by the CSU per diem rate. Receipts for all expenditures are required for reimbursement. See reimbursement GPAP Summer Convening Form. *Document, forms, and all receipts must be received by June 30th for reimbursement purposes.*

8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

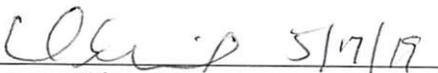
Budget Code:
12639-301-5510-64900 (\$1,600)
12639-301-5710-64900 (\$239.72)

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Sarah Hamblin



Signature



Signature

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT ("District") and Emmy Lou Heber ("Independent Contractor"). The agreement is effective June 17, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) Guided Pathways Alignment Project Summer Convening/Grant Work (and as may be more particularly described in paragraph 3 of terms below).
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8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

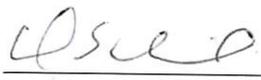
Budget Code:
12639-301-5510-64900 (\$1,600)
12639-301-5710-64900 (\$239.72)

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Emmy Lou Heber

 5/17/13

Signature



Signature

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT ("District") and Michelle Lopez ("Independent Contractor"). The agreement is effective June 17, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) Guided Pathways Alignment Project Summer Convening/Grant Work (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

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5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$239.72 for travel expenses for mileage and food for the entire term at the established rate established by the CSU per diem rate. Receipts for all expenditures are required for reimbursement. See reimbursement GPAP Summer Convening Form. *Document, forms, and all receipts must be received by June 30th for reimbursement purposes.*

8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

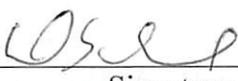
Budget Code:
12639-301-5510-64900 (\$1,600)
12639-301-5710-64900 (\$239.72)

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Michelle Lopez

 5/17/19

Signature



Signature

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT ("District") and Lilia Murillo ("Independent Contractor"). The agreement is effective June 17, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) Guided Pathways Alignment Project Summer Convening/Grant Work (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

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9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

Budget Code:
12639-301-5510-64900 (\$1,600)
12639-301-5710-64900 (\$239.72)

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Lilia Murillo

LOSER 05/19/19
Signature

Lilia Murillo
Signature

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT ("District") and Angela Pendergrass ("Independent Contractor"). The agreement is effective June 17, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) Guided Pathways Alignment Project Summer Convening/Grant Work (and as may be more particularly described in paragraph 3 of terms below).
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Terms

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6. **Monthly Service Report.** Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. **Expenses/Mileage Reimbursement.** The District shall reimburse Independent Contractor up to \$239.72 for travel expenses for mileage and food for the entire term at the established rate established by the CSU per diem rate. Receipts for all expenditures are required for reimbursement. See reimbursement GPAP Summer Convening Form. *Document, forms, and all receipts must be received by June 30th for reimbursement purposes.*

8. **Standards of Ethical Conduct and Confidentiality.** Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. **Earlier Termination.** District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

Budget Code:
12639-301-5510-64900 (\$1,600)
12639-301-5710-64900 (\$239.72)

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Angela Pendergrass


Signature


Signature

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT ("District") and Debra Popejoy ("Independent Contractor"). The agreement is effective June 17, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) Guided Pathways Alignment Project Summer Convening/Grant Work (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services June 17, 2019 through June 19, 2019.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the Guided Pathways Alignment Project (GPAP) conference/summer convening.
4. **Compensation.** Independent Contractor shall be paid a lump sum of \$1,600 for attending the conference and up to \$239.72 for travel expenses.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. (*May not apply in some cases.*)

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$239.72 for travel expenses for mileage and food for the entire term at the established rate established by the CSU per diem rate. Receipts for all expenditures are required for reimbursement. See reimbursement GPAP Summer Convening Form. **Document, forms, and all receipts must be received by June 30th for reimbursement purposes.**

8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

Budget Code:
12639-301-5510-64900 (\$1,600)
12639-301-5710-64900 (\$239.72)

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Debra Popejoy

LOSC - 5/17/19
Signature


Signature

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT ("District") and Tammy Sutherland ("Independent Contractor"). The agreement is effective June 17, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) Guided Pathways Alignment Project Summer Convening/Grant Work (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services June 17, 2019 through June 19, 2019.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the Guided Pathways Alignment Project (GPAP) conference/summer convening.
4. **Compensation.** Independent Contractor shall be paid a lump sum of \$1,600 for attending the conference and up to \$239.72 for travel expenses.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

Independent Contractor Agreement
Page 2

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. **Monthly Service Report.** Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. **Expenses/Mileage Reimbursement.** The District shall reimburse Independent Contractor up to \$239.72 for travel expenses for mileage and food for the entire term at the established rate established by the CSU per diem rate. Receipts for all expenditures are required for reimbursement. See reimbursement GPAP Summer Convening Form. Document, forms, and all receipts must be received by June 30th for reimbursement purposes.

8. **Standards of Ethical Conduct and Confidentiality.** Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. **Earlier Termination.** District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

Budget Code:
12639-301-5510-64900 (\$1,839.72)

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Tammy Sutherland

Signature

Signature

Date: May 10, 2019

Submitted by: Severo M. Balason, Jr., Vice President of Student Services

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Approval



Board Meeting Date: June 5, 2019

Title of Board Item:

Contract for Professional Services with (3) Taft Union High School District Employees for Participation & Attendance for the California Academic Partnership Program (CAPP) Meeting June 21, 2019.

Background:

As the District continues to participate in the California Academic Partnership Program (CAPP) grant, the District and its TUHS partners for this project will be attending the CAPP meeting designed to facilitate conversation between TUHS and TC English faculty in order to reduce gaps and build strong relationships. (See the attached list of attendees.)

Terms (if applicable):

The term of the agreement is for participation/attendance of the June 21, 2019 CAPP meeting at 9:00 am – 3:00 pm.

Expense (if applicable):

The cost for each TUHS conference attendee is at the hourly rate of \$70.63 not to exceed a total of 6 hours per attendee. The total cost for all five attendees is \$1,271.34.

Fiscal Impact Including Source of Funds (if applicable):

The CAPP Grant funds will be utilized and have been included in the 2018-2019 budget projections for this service.

Approved: 
Dr. Debra Daniels, Superintendent/President

Taft Union High School District Employees:

1. Chelle Koerner
2. Lilie Murillo
3. Tammy Sutherland

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Chelle Koerner (“Independent Contractor”). The agreement is effective June 21, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) meeting designed to facilitate and build a relationship between TC and TUHS English faculty (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services June 21, 2019 for the anticipated meeting time of 9:00 am – 3:00 pm.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the CAPP meeting held Wednesday, June 21, 2019.
4. **Compensation.** Independent Contractor shall be paid at a rate of \$70.63 per hour for the anticipated meeting time not to exceed a total of 6 hours.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Chelle Koerner

Signature

Signature

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Lilie Murillo (“Independent Contractor”). The agreement is effective June 21, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) meeting designed to facilitate and build a relationship between TC and TUHS English faculty (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services June 21, 2019 for the anticipated meeting time of 9:00 am – 3:00 pm.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the CAPP meeting held Wednesday, June 21, 2019.
4. **Compensation.** Independent Contractor shall be paid at a rate of \$70.63 per hour for the anticipated meeting time not to exceed a total of 6 hours.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. (*May not apply in some cases.*)

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Lilie Murillo

Signature

Signature

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Tammy Sutherland (“Independent Contractor”). The agreement is effective June 21, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) meeting designed to facilitate and build a relationship between TC and TUHS English faculty (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services June 21, 2019 for the anticipated meeting time of 9:00 am – 3:00 pm.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the CAPP meeting held Wednesday, June 21, 2019.
4. **Compensation.** Independent Contractor shall be paid at a rate of \$70.63 per hour for the anticipated meeting time not to exceed a total of 6 hours.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Tammy Sutherland

Signature

Signature

Date: May 10, 2019
Submitted by: Severo M. Balason, Jr., Vice President of Student Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Ratification



Board Meeting Date: June 5, 2019

Title of Board Item:

Contract for Professional Services with (5) Taft Union High School District Employees for Participation & Attendance for the California Academic Partnership Program (CAPP) Meeting May 22, 2019.

Background:

As the District continues to participate in the California Academic Partnership Program (CAPP) grant, the District and its TUHS partners for this project will be attending the CAPP meeting designed to facilitate conversation between TUHS and TC English faculty in order to reduce gaps and build strong relationships. (See the attached list of attendees.)

Terms (if applicable):

The term of the agreement is for participation/attendance of the May 22, 2019 CAPP meeting at 3:30 pm – 5:30 pm.

Expense (if applicable):

The cost for each TUHS conference attendee is at the hourly rate of \$70.63 not to exceed a total of \$150 per attendee. The total cost for all five attendees is \$750.

Fiscal Impact Including Source of Funds (if applicable):

The CAPP Grant funds will be utilized and have been included in the 2018-2019 budget projections for this service.

Approved: 

Dr. Debra Daniels, Superintendent/President

Taft Union High School District Employees:

1. Sarah Hamblin
2. Stacy Lackey
3. Alan Popejoy
4. Caroline Schoneweis
5. Jacqueline White

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT ("District") and Sarah Hamblin ("Independent Contractor"). The agreement is effective May 22, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) meeting designed to facilitate and build a relationship between TC and TUHS English faculty (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services May 22, 2019 for the anticipated meeting time of 3:30 pm – 5:30 pm.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the CAPP meeting held Wednesday, May 22, 2019.
4. **Compensation.** Independent Contractor shall be paid at a rate of \$70.63 per hour for the anticipated meeting time not to exceed a total of \$150.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

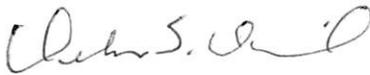
Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Sarah Hamblin



Signature



Signature

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Stacy Lackey (“Independent Contractor”). The agreement is effective May 22, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) meeting designed to facilitate and build a relationship between TC and TUHS English faculty (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services May 22, 2019 for the anticipated meeting time of 3:30 pm – 5:30 pm.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the CAPP meeting held Wednesday, May 22, 2019.
4. **Compensation.** Independent Contractor shall be paid at a rate of \$70.63 per hour for the anticipated meeting time not to exceed a total of \$150.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. (*May not apply in some cases.*)

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Stacy Lackey


Signature

Signature 

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Alan Popejoy (“Independent Contractor”). The agreement is effective May 22, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) meeting designed to facilitate and build a relationship between TC and TUHS English faculty (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services May 22, 2019 for the anticipated meeting time of 3:30 pm – 5:30 pm.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the CAPP meeting held Wednesday, May 22, 2019.
4. **Compensation.** Independent Contractor shall be paid at a rate of \$70.63 per hour for the anticipated meeting time not to exceed a total of \$150.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Alan Popejoy



Signature

Signature



**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Caroline Schoneweis (“Independent Contractor”). The agreement is effective May 22, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) meeting designed to facilitate and build a relationship between TC and TUHS English faculty (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services May 22, 2019 for the anticipated meeting time of 3:30 pm – 5:30 pm.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the CAPP meeting held Wednesday, May 22, 2019.
4. **Compensation.** Independent Contractor shall be paid at a rate of \$70.63 per hour for the anticipated meeting time not to exceed a total of \$150.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

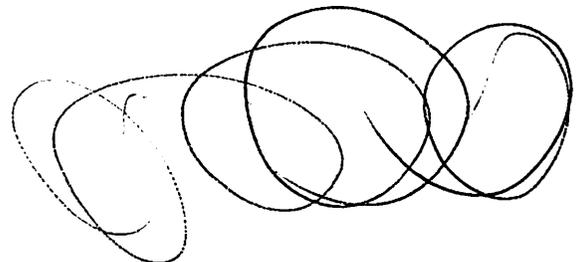
By: Dr. Debra S. Daniels

By: Caroline Schoneweis



Signature

Signature



**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Jacquelyn White (“Independent Contractor”). The agreement is effective May 22, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) meeting designed to facilitate and build a relationship between TC and TUHS English faculty (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services May 22, 2019 for the anticipated meeting time of 3:30 pm – 5:30 pm.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the CAPP meeting held Wednesday, May 22, 2019.
4. **Compensation.** Independent Contractor shall be paid at a rate of \$70.63 per hour for the anticipated meeting time not to exceed a total of \$150.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. (*May not apply in some cases.*)

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

Jacquelyn
By: Jacqueline White



Signature

Signature



BOARD AGENDA ITEM

Date: May 10, 2019

Submitted by: Severo M. Balason, Jr., Vice President of Student Services

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Ratification



Board Meeting Date: June 5, 2019

Title of Board Item:

Contract for Professional Services with (1) Taft Union High School District Employee, Kelly Morris, for Participation & Attendance for the California Academic Partnership Program (CAPP) Meeting May 22, 2019.

Background:

As the District continues to participate in the California Academic Partnership Program (CAPP) grant, the District and its TUHS partners for this project will be attending the CAPP meeting designed to facilitate conversation between TUHS and TC English faculty in order to reduce gaps and build strong relationships.

Terms (if applicable):

The term of the agreement is for participation/attendance of the May 22, 2019 CAPP meeting at 3:30 pm – 5:30 pm.

Expense (if applicable):

The cost for the TUHS conference attendee is at the hourly rate of \$70.63 not to exceed a total of \$150 per attendee.

Fiscal Impact Including Source of Funds (if applicable):

The CAPP Grant funds will be utilized and have been included in the 2018-2019 budget projections for this service.

Approved: 

Dr. Debra Daniels, Superintendent/President

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Kelly Morris (“Independent Contractor”). The agreement is effective May 22, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance for the California Academic Partnership Program (CAPP) meeting designed to facilitate and build a relationship between TC and TUHS English faculty (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services May 22, 2019 for the anticipated meeting time of 3:30 pm – 5:30 pm.
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4. **Compensation.** Independent Contractor shall be paid at a rate of \$70.63 per hour for the anticipated meeting time not to exceed a total of \$150.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. (*May not apply in some cases.*)

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

8. Standards of Ethical Conduct and Confidentiality. Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
06/05/19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Kelly Morris

Signature

Signature

Date: May 28, 2019
Submitted by: Brock McMurray, EVP of Administrative Services *BM*
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval

Board Meeting Date: June 5, 2019

Title of Board Item:

2019-2020 Renewal of Statewide Association of Community Colleges (SWACC) Proforma for Property and Liability Insurance Coverage

Background:

West Kern Community College District participates in the SWACC insurance program formed in 1986. SWACC serves as a property and liability insurance organization providing essential and affordable insurance services to community colleges throughout California. The premium for year 2018-2019 was \$115,415. The proposal for year 2019-2020 is \$144,864, an 25.5% increase over the prior year.

Terms (if applicable):

July 1, 2019 to July 1, 2020.

Expense (if applicable):

\$144,864.

Fiscal Impact Including Source of Funds (if applicable):

This expense is included in the 2019-2020 Administrative Services Budget and general revenue funds will be utilized.

Approved: 

Dr. Debra Daniels, Superintendent/President

PROFORMA

JULY 1, 2019 to JULY 1, 2020

ESTIMATED CONTRIBUTION /PREMIUM SUMMARY

SWACC COVERAGES		MEMBER RETAINED LIMIT/ DEDUCTIBLE	CONTRIBUTION/ PREMIUM
LIABILITY	\$10,000,000 Limit Of Liability	\$5,000	\$89,859
PROPERTY	\$250,250,000 Total Insured Values (TIV)	\$10,000	\$22,905
ELECTRONIC DATA PROCESSING EQUIPMENT	\$4,285,712 Total Insured Values (TIV)	\$250	\$10,089
CRIME	\$5,000,000 Employee Dishonesty/Faithful Performance	\$2,500	\$1,000
CYBER LIABILITY	\$5,000,000 Security Breach Response Limit	\$25,000	\$568
EQUIPMENT BREAKDOWN	\$100,000,000 Total Insured Values (TIV)	\$5,000	\$2,044
SUBTOTAL PROGRAM COSTS			\$126,465
EXCESS LIABILITY	\$25,000,000 Excess Limit of Liability	\$10,000,000	\$11,038
EXCESS LIABILITY	\$50,000,000 Excess Limit of Liability	\$25,000,000	\$3,246
TOTAL PROGRAM COSTS			\$140,749

LIABILITY		PROPERTY	
FTES	2,898	TIV:	\$69,630,167
EX MOD. - RETAINED	114	EX MOD. - RETAINED	80

Service Team:

Bradley Keenan, Account Executive
 Susan Langston, Senior Account Manager/Team Leader



Run Date: 05/28/2019 09:42 AM
 Report Date: 05/28/2019 09:42 AM

PROFORMA

JULY 1, 2019 to JULY 1, 2020

ESTIMATED CONTRIBUTION/ PREMIUM SUMMARY

Latest Real Property Appraisal Date	07/10/2018
Next Real Property Appraisal Date	07/10/2023
- PROGRAM COSTS	\$140,749
RISK MANAGEMENT RESERVE *	\$ 4,115
TOTAL PROGRAM COSTS	\$144,864
* RESERVE = 1.42 x 2,898 FTES	
Accepted by:	_____
	Authorized District Representative
Title:	_____
	Authorized District Representative
Witnessed by:	_____
	Bradley Keenan
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE WILL BIND COVERAGE.	
<p>Keenan is compensated for the various services it provides in connection with the management and administration of Statewide Association of Community Colleges (SWACC), including general administration, financial processing, claims administration, loss control, reporting, marketing, underwriting, brokerage (reinsurance and other coverages) and reinsurance/insurance services. The compensation paid to Keenan is approved by the governing board of SWACC and is included in the cost of member contributions. It is anticipated that the total compensation to be received by Keenan for these services for the 2018/2019 program year will not exceed 14% of total member contributions. This compensation does not include amounts payable to Keenan pursuant to separate contracts for services provided directly to individual members, the cost of allocated loss adjustment services provided in connection with individual claims, or reinsurance premium payable to Meritage Insurance Group, a wholly-owned subsidiary of Keenan, pursuant to a reinsurance contract. For additional information concerning Keenan compensation, see www.keenan.com/disclosure.asp.</p>	



Run Date: 05/28/2019 09:42 AM

Report Date: 05/28/2019 09:42 AM



**West Kern Community College District
Estimated Contribution/Premium Summary
July 1, 2019 to July 1, 2020
Member Retained Limit
Liability \$ 5,000 Property \$ 10,000**

Proforma Footnote Report

- 1. 2017/2018 FTES:** Full Time Equivalency Students (FTES) from the Chancellor's Office.

- 2. T.I.V. Property:** Total Insurable Values(T.I.V.) based upon Statement of Values as confirmed by the District (TIV for EDP and COC included, if applicable.)

- 3. T.I.V. - EDP:** EDP T.I.V. as confirmed by the District.

- 4. Liability:** FTES x adjusted SWACC rate.Does not consider Special Agency flat fees or Super Pool minimum contributions.

- 5. Excess Liability:** FTES x Excess Liability Rate + FTES x Reinsurance Liability Rate

- 6. Property:** TIV/\$100 x Property Rate

- 7. EDP:** EDP TIV/\$100 x EDP Rate

- 8. Crime:** FTES x Crime Rate

- 9. Cyber Liability:** FTES x Cyber Liability Rate

- 10. Equip Brkdn:** Equipment Breakdown (B&M) Property TIV/\$100 x Equipment Breakdown Rate

- 11. Program Total:** Sum of Liability, Excess Liability, Property, EDP, Crime, Cyber Liability and Equipment Breakdown.

BOARD AGENDA ITEM

Date: May 28, 2019

Submitted by: Barbara Amerio, Director of Financial Aid & Scholarships

Area Administrator: Severo Balason, VP of Student Services

Subject: Request for Approval



Board Meeting Date: June 5, 2019

Title of Board Item:

CampusLogic Subscription Order for AwardLetter/CampusMetrics

Background:

AwardLetter is changing the game for many California institutions. This web-based service allows us to provide personalized, digital communications, where students can feel confident with a clear understanding of their financial journey. We will have the capability of clearly communicating the cost of attendance to students, simplify award notifications and shopping sheets through automated emails and text alerts and boost our brand and the student experience. Students will be provided with digital, mobile communications, personalized content, intuitive design, dynamic videos and 24/7 availability on any device. In addition, it will eliminate the mailing of paper award letters reducing department mailing costs a will free up staff time to focus on better student engagement.

CampusMetrics is a web-based service providing higher education institutions business intelligence tools to drive insights into financial aid data. CampusMetrics provides easy to use pre-built visualizations and a mobile query tool allowing for instant access to data.

Terms (if applicable):

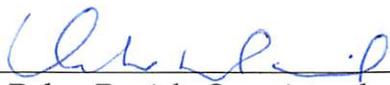
Three years being July 1, 2019 - June 30, 2022

Expense (if applicable):

\$ 48,000 over the three-year term. No implementation fee charged.

Fiscal Impact Including Source of Funds (if applicable):

CampusLogic services will be paid from the Financial Aid Technology funding allocation.

Approved: 
Dr. Debra Daniels, Superintendent/President

SUBSCRIPTION ORDER FORM

Customer Name ("Customer"): Taft College

Service Effective Date ("Service Effective Date"): 7/1/2019

Billing Contact Name: Barbara Amerio

Billing Contact Email Address and Phone Number: bamerio@taftcollege.edu / 6617637881

PO Required:

By executing this Subscription Order Form, Customer agrees to purchase a subscription and right to access the CampusLogic services indicated in the fee schedule below (collectively, the "Services") provided by CampusLogic, Inc. ("CampusLogic"), subject to payment of the subscription fees below.

1. TERM

1.1 Term. The Agreement shall be effective as of the date last signed below (the "EffectiveDate"). The Initial Term of Service for the Services shall commence on the Service Effective Date indicated above and will continue for the initial term period indicated below (the "Initial Term"). Notwithstanding, in the event this Subscription Order Form is signed by Customer after the Service Effective Date indicated above, the parties agree that the Service Effective Date shall be the first day of the month following the date of Customer's signature.

1.2 Renewals. Following the Initial Term, this Agreement will automatically renew for up to two (2) successive periods of twelve (12) months, at CampusLogic's then-current rates unless either party provides written notice to the other party at least sixty (60) days prior to the commencement of the applicable renewal term. CampusLogic shall provide Customer with current rates at least ninety (90) days prior to the commencement of the applicable renewal term.

1.3 Termination. Notwithstanding anything to the contrary in the CampusLogic Terms and Conditions, and in consideration for the pricing and fee discounts indicated below, Customer and CampusLogic agree that this Agreement may not be terminated by Customer for convenience or without cause prior to the end of the Initial Term.

2. FEES AND PAYMENT TERMS.

2.1 Subscription Fees. Customer hereby orders and subscribes to the Services indicated below and agrees to pay the following subscription fees.

2.2 Invoice and Payment Terms. Customer shall pay the total amount due for the Initial Term in advance following receipt of invoice from CampusLogic. Payment is due within sixty (60) days following receipt of invoice sent by CampusLogic to Customer. CampusLogic will invoice Customer following execution of this

Order Form for the entire Initial Term and annually thereafter for subsequent renewal terms. Except as may otherwise be set forth in the Agreement, all fees are non-refundable.

The fees quoted below expire 6/30/2019 unless this Subscription Order Form is signed prior to such date.

CampusLogic Services	Term	FCCC Fee
INITIAL TERM: 36 MONTHS		
Service Period 1		
AwardLetter	7/1/2019 - 1/31/2021	\$19,950
CampusMetrics	7/1/2019 - 1/31/2021	\$4,050
		\$24,000
Service Period 2		
AwardLetter	2/1/2021 - 6/30/2022	\$19,950
CampusMetrics	2/1/2021 - 6/30/2022	\$4,050
		\$24,000
TOTAL DUE (Initial Term):		\$48,000

Implementation Fees	Fee	Discount	Net Price Due
One-time charge	\$0	0%	\$0

3. MISCELLANEOUS

3.1 The Services provided pursuant to this Subscription Order Form (the "**Order Form**") are governed by the CampusLogic Terms & Conditions and the CampusLogic Service Level Agreement, each incorporated herein by reference and forms of which are attached to the FCCC Agreement (collectively, the "**Agreement**"), and in accordance with the pricing discounts set forth in the CB-235-18 Administrative Services Agreement between the Foundation for California Community Colleges and CampusLogic (the "**FCCC Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the CampusLogic Terms and Conditions. Any additional or conflicting terms added by Customer to this Order Form or any other purchase order, addendum, or other document, shall not form part of this Agreement unless expressly accepted in writing by CampusLogic.

3.2 In the event of a conflict between the Terms and Conditions and this Subscription Order Form, this Subscription Order Form shall control. This Agreement shall supersede and control over any prior agreements, proposals, or contracts relating to the Services.

By signing below the Customer and CampusLogic agree to be bound by the terms and conditions set forth in the Agreement. CUSTOMER AND CAMPUSLOGIC EXPRESSLY CONSENT AND AGREE THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED. CUSTOMER AND CAMPUSLOGIC AGREE THE ELECTRONIC SIGNATURES APPEARING ON THIS AGREEMENT SHALL BE TREATED, FOR PURPOSES OF VALIDITY, ENFORCEABILITY AS WELL AS ADMISSIBILITY, THE SAME AS HAND-WRITTEN SIGNATURES.

AGREED TO AND ACCEPTED:

CUSTOMER

CAMPUSLOGIC, INC

Sign:

Sign: *Colleen Shannon*

Print: Dr. Debra Daniels

Print: Colleen Shannon

Title: Superintendent/President

Title: CFO

Date:

Date: 05/17/2019

Address: 29 Cougar Court, Taft CA 93268

Address: 1340 S. Spectrum Blvd. Suite 200 Chandler,
AZ 85286

Phone/Email: 661-763-7710
ddaniels@taftcollege.edu

Phone/Email: 602-643-1358
colleen.shannon@campuslogic.com

CampusLogic CEO: Gregg Scoresby

Email: info@campuslogic.com

Phone: 602-643-1300

Voluntary Product Accessibility Template (VPAT)

DATE: 1/17/2019
PRODUCT NAME: Student Financial Services Platform
VENDOR COMPANY NAME: CAMPUSLOGIC
VENDOR CONTACT NAME: CHRIS CHUMLEY
VENDOR CONTACT TELEPHONE: 602-643-1315

Summary Table

Voluntary Product Accessibility Template

Criteria	Level of Support & Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems	Supports	CampusLogic makes every effort to ensure that our software is designed to support the needs of the visually impaired by designing for the use of a keyboard, providing text equivalents, compatibility with screen readers and we <u>do not</u> override or disrupt any accessibility features of the operating system. maintaining all features
Section 1194.22 Web-based Internet Information and Applications	Supports	CampusLogic's student facing functionality is designed according to WCAG 2.0 standards.
Section 1194.23 Telecommunications Products	Not Applicable	
Section 1194.24 Video and Multi-media Products	Not Applicable	
Section 1194.25 Self-Contained, Closed Products	Not Applicable	
Section 1194.26 Desktop and Portable Computers	Not Applicable	

Section 1194.31 Functional Performance Criteria	Supports	CampusLogic's StudentForms application support the principle of providing at least one mode of operation that does not require vision by fully supporting the use of screen reader technology for all student facing functionality. All functionality in the product does not use auditory information, speech recognition or simultaneous actions requiring fine motor control.
Section 1194.41 Information, Documentation and Support	Supports	All student facing support documentation is text based alternate forms of support documentation can be requested at no additional cost to the subscription of the software.

Section 1194.21 Software Applications and Operating Systems - Detail Voluntary Product Accessibility Template

Criteria	Level of Support & Supporting Features	Remarks and explanations
(a) When software is designed to run on a system that has a keyboard, product functions <u>are executable</u> from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	Navigation can be executed through the system by the use of the keyboard (tabbing) in a logical and consistently. Data entry and menu selection can also be achieved via stand qwerty entry and navigation keys (arrows)

<p>(b) Applications does not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also does not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features</p>	<p>Supports</p>	<p>The application is browser based and does not override sizing, contrast or color settings of the operating system.</p>
<p>has been documented by the manufacturer of the operating system and is available to the product developer.</p>		
<p>(c) A well-defined on-screen indication of the current focus is provided that moves among interactive interface elements as the input focus changes. The focus is programmatically exposed so that Assistive Technology can track focus and focus changes.</p>	<p>Supports</p>	<p>Focus of the application (page, section, field location) is available programmatically to screen reader and assistive technology</p>
<p>(d) Sufficient information about a user interface element including the identity, operation and state of the element is available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.</p>	<p>Supports</p>	<p>Text is provided for all elements in the student facing UI – Buttons, checkboxes, menus and navigation</p>
<p>(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images are consistent throughout an application's performance.</p>	<p>Supports</p>	<p>Action icons (edit, delete, save, etc) are consistently assigned text names for use with screen readers.</p>
<p>(f) Textual information is provided through operating system functions for displaying text. The minimum information that is made available is text content, text input caret location, and text attributes.</p>	<p>Supports</p>	<p>StudentForms does not use any unique schemes beyond the operating system for displaying textual information.</p>

(g) Applications does not override user selected contrast and color selections and other individual display attributes.	Supports	StudentForms does not dictate color or font sizing to override the operating system.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Not Applicable	
(i) Color coding is not used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Information is never conveyed solely through the use of color.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels are provided.	Not Applicable	
(k) Software does not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	The application uses no flashing or blinking anywhere.
(l) When electronic forms are used, the form allows people using Assistive Technology to access the information, field elements, and functionality required	Supports	We test all webforms used to collect information from students with screen readers to insure no repeating navigation, consistent tabbing, and appropriate text alternatives for the reader to navigate the form.

Section 1194.22 Web-based Intranet and Internet information and Applications - Detail Voluntary Product Accessibility Template

Criteria	Level of Support & Supporting Features	Remarks and explanations
(a) A text equivalent for every non-text element <u>is</u> provided (e.g., via "alt", "longdesc", or in element content).	Supports	CampusLogic ensures images have text equivalents in element content or using "alt".
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not Applicable	
(c) Web pages <u>are</u> designed so that all information conveyed with color is also available without color, for example from context or markup.	Supports	We don't dictate colors and font settings
(d) Documents <u>are</u> organized so they are readable without requiring an associated style sheet.	Supports	All documents provided in a text-based format

(e) Redundant text links are provided for each active region of a server-side image map.	Supports	Alternative links are provided for all image maps.
(f) Client-side image maps are provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Supports	CampusLogic ensures images have text equivalents.
(g) Row and column headers are identified for data tables.	Supports	StudentForms minimizes the use of data tables. When tables are presented to the user a grid control with tags for column and row are used.
(h) Markup is used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Supports	StudentForms minimizes the use of data tables. When tables are presented to the user a grid control with tags for
(i) Frames are titled with text that facilitates frame identification and navigation	Supports	All sections and frames within the application are designed with text based titles .
(j) Pages are designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Supports	
(k) A text-only page, with equivalent information or functionality, is provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page is updated whenever the primary page changes.	Not Applicable	
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script is identified with functional text that can be read by Assistive Technology.	Supports	StudentForms user interface uses javascript extensively. Coding standards include using alt tags to describe features to allow for assistive technology
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with 1194.21(a) through (l).	Not Applicable	
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	We test all webforms used to collect information from students with screen readers to insure no repeating navigation, consistent tabbing, and appropriate text alternatives for the reader to navigate the form.

(o) A method is provided that permits users to skip repetitive navigation links.	Supports	All student facing pages are designed without repeating navigation elements.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not Applicable	

**Section 1194.23 Telecommunications Products - Detail Voluntary
Product Accessibility Template**

Criteria	Level of Support & Supporting Features	Remarks and explanations
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not Applicable	
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.	Not Applicable	
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	Not Applicable	

<p>(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.</p>	<p>Not Applicable</p>	
<p>(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.</p>	<p>Not Applicable</p>	
<p>(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.</p>	<p>Not Applicable</p>	
<p>(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.</p>	<p>Not Applicable</p>	
<p>(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.</p>	<p>Not Applicable</p>	
<p>(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.</p>	<p>Not Applicable</p>	
<p>(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.</p>	<p>Not Applicable</p>	
<p>(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.</p>	<p>Not Applicable</p>	

<p>(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.</p>	<p>Not Applicable</p>	
<p>(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.</p>	<p>Not Applicable</p>	
<p>(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.</p>	<p>Not Applicable</p>	

Section 1194.24 Video and Multi-media Products – Detail Voluntary Product Accessibility Template

Criteria	Level of Support & Supporting Features	Remarks and explanations
<p>a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.</p>	<p>Not Applicable</p>	

(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not Applicable	
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not Applicable	
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not Applicable	
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not Applicable	

Section 1194.25 Self-Contained, Closed Products – Detail Voluntary Product Accessibility Template		
Criteria	Level of Support & Supporting Features	Remarks and explanations
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not Applicable	
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not Applicable	
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with 1194.23 (k) (1) through (4).	Not Applicable	
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not	Not Applicable	

require the user to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not Applicable	
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not Applicable	
(g) Color coding is not used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not Applicable	
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not Applicable	
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not Applicable	
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not Applicable	
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location		

and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.		
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.	Not Applicable	
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not Applicable	

Section 1194.26 Desktop and Portable Computers

Criteria	Level of Support & Supporting Features	Remarks and explanations
(a) All mechanically operated controls and keys shall comply with 1194.23 (k) (1) through (4).	Not Applicable	
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with 1194.23 (k) (1) through (4).	Not Applicable	
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Not Applicable	
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Not Applicable	

**Section 1194.31 Functional Performance Criteria – Detail Voluntary
Product Accessibility Template**

Criteria	Level of Support & Supporting Features	Remarks and explanations
(a) At least one mode of operation and information retrieval that does not require user vision is provided , or support for Assistive Technology used by people who are blind or visually impaired is provided .	Supports	CampusLogic includes screen reader testing as part of the standard product QA process utilizing both NVDA and ChromeVox.
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 is provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired is provided .	Supports	StudentForms allows for enlarged print output and screen reader support.
(c) At least one mode of operation and information retrieval that does not require user hearing is provided , or support for Assistive Technology used by people who are deaf or hard of hearing is provided	Not Applicable	
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval is provided in an enhanced auditory fashion, or support for assistive hearing devices is provided .	Not Applicable	
(e) At least one mode of operation and information retrieval that does not require user speech is provided , or support for Assistive Technology used by people with disabilities shall be provided.	Not Applicable	
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Not Applicable	

**Section 1194.41 Information, Documentation and Support – Detail Voluntary
Product Accessibility Template**

Criteria	Level of Support & Supporting Features	Remarks and explanations
(a) Product support documentation provided to end-users is made available in alternate formats upon request, at no additional charge	Supports	All student support information is presented in standard text format without video or images. Alternate support materials can be made available upon request.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	CampusLogic will provide upon written request at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	In the event that an accessibility issue is identified by a student, a Severity 1 support ticket would be issued and worked in accordance with our published Support Guide and Service Level Agreement https://campuslogic.com/legal

Date: May 23, 2019
Submitted by: William L. Norris
Area Administrator: Brock McMurray, EVP of Administrative Services *BM*
Subject: Request for Ratification

Board Meeting Date: June 5, 2019

Title of Board Item:

Master Subscription Agreement with VitalSource Technologies (VST), LLC

Background:

The Taft College Bookstore is requesting to enter into an agreement with VitalSource Technologies for distribution and access of digital content. Digital content distribution will be made available through the Taft College Bookstore point of sale system and e-commerce site with purchase and rental options to our students.

Terms (if applicable):

This agreement is effective June 1, 2019 and will continue for one (1) year ("The Initial Term"). After the Initial Term, this agreement will automatically renew for additional one (1) year terms (each, a "Renewal Term"), unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current term.

Expense (if applicable): \$0.00.

Fiscal Impact Including Source of Funds (if applicable):

This will be a net positive for the Bookstore. The Taft College Bookstore will be invoiced and pay for digital services provided to students, and students will pay the Bookstore. The Bookstore will receive a ten percent (10%) commission for all purchase and rentals of digital content.

Approved: 

Dr. Debra Daniels, Superintendent/President

MASTER SUBSCRIPTION AGREEMENT

SIGNATURE INSTRUCTIONS

There are two components to this document:

- (1) Order Form; and
- (2) Master Subscription Agreement.

Once the order form is signed, subsequent renewals or the addition of new products and services can be initiated without signing another Master Subscription Agreement, simply through the execution of additional order forms.

1. Please Sign - note that two (2) signatures are required on this document.

- Order Form, page 2 of this document.
- Master Subscription Agreement, usually found on page 10 of this document.

2. Please return all pages of the Order Form and Master Subscription Agreement.

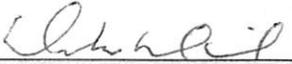
Order Form

Software Services:

PRODUCT/SERVICE	EFFECTIVE DATE	TERMINATION DATE	COST PER MONTH	TOTAL COST
Verba Compare, <u>Exhibit A</u>				
Verba Compete, <u>Exhibit B</u>				
Verba Collect, <u>Exhibit C</u>				
Total Software Services Subscription Fee			\$0.00	

Studio and Digital Content Distribution and Access:

PRODUCT/SERVICE	Yes	No
Studio, <u>Exhibit D</u>		X
Digital Content Distribution and Access, <u>Exhibit E</u>	X	
Verba Connect: Inclusive Access Management, <u>Exhibit E Section 5</u>		X

	By	Title	Signature	Date Signed
Client	Dr. Debra Daniels	Supt./President		6/5/19
VST				
Order Form Effective Date		June 1, 2019		

This Order Form is governed by the terms and conditions contained in the Master Subscription Agreement, executed contemporaneously herewith by and between Taft College ("Client") and VitalSource Technologies LLC ("VST") and adds or amends the products/services identified herein.

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (“**Agreement**”) is made and entered into June 1, 2019 (the “**Effective Date**”) by and between VitalSource Technologies LLC (“**VST**”), a Delaware limited liability company, having principal offices at 227 Fayetteville Street, Suite 400, Raleigh, NC 27601 and Taft College, having principal offices at 29 Cougar Court, Taft, California 93268 (“**Client**”). VST and Client may collectively be referred to as “**Parties**” and/or individually as “**Party**”. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

- (a) **Bookshelf**: means the VST platform where end-users can access e Textbooks, both the online and the offline versions.
- (b) **Client Content**: means any marks, domain names, logos, proprietary or copyrighted material, software, and other materials of Client that Client provides to VST to facilitate VST’s provision of the Service.
- (c) **Client Data**: means all electronic data or information submitted by Client or Users when using the Service.
- (d) **Client’s Website**: shall mean a website URL and associated code and/or other website designated in writing by Client.
- (e) **Content Provider**: means Digital Content owner that Client may contract with to obtain distribution rights.
- (f) **Digital Content**: means Content Provider’s owned or licensed content in digital form.
- (g) **Digital Content Distribution and Access**: means Digital Content access to Users as further defined in Exhibit E.
- (h) **Digital Content eTextbooks**: means Content Provider’s owned or licensed content in eTextbook form, hosted on Service, and not hosted on a Content Provider’s proprietary platform.
- (i) **Digital List Price (“DLP”)**: means Content Provider’s suggested selling and rental prices for Digital Content.
- (j) **Merchant**: means an online website, owned by parties other than VST or Client, from which Users may engage in financial transactions for goods and services.
- (k) **National Catalog**: means Digital Content that VST is authorized and licensed to distribute through third-party resellers and clients.
- (l) **Service**: means any of the VST tools and services for which Client contracts, Software Services, and Digital Content Distribution and Access, that are provided by VST.
- (m) **Software Services and VST Platform**: mean Verba Compare, Verba Compete, Verba Collect, Verba Connect, VitalSource Manage, Studio and other applications as updated from time to time by VST.
- (n) **Software Services Subscription Fee**: means the agreed upon cost of the selected Software Services.
- (o) **Users**: mean Client’s employees, consultants, and students who use the Service, either directly or through an interface.
- (p) **Studio**: means the online, web-based digital content authoring platform.
- (q) **Verba Compete**: means the online, web-based textbook marketplace analytics provided to Client by VST.

- (r) **Verba Compare**: means the online, web-based comparison shopping service through which Users can compare offers from Client and other Merchants provided by VST.
- (s) **Verba Collect**: means the online, web-based textbook adoption and management service provided for Client and Client's faculty by VST.
- (t) **VitalSource Manage**: means VST's proprietary digital content and user management system.

2. Service.

- (a) **VST Responsibilities**. VST shall:
 - i. Make the Service designated on the Order Form above, as of the Order Form Effective Date, available to Client pursuant to the terms and conditions set forth in this Agreement.
 - ii. In addition to confidentiality obligations in Section 5, maintain the security and integrity of the Service and Client Data.
 - iii. Provide telephone and online standard support to a designated representative of Client at no additional charge.
 - iv. Ensure that the Service performs substantially in accordance with the support documentation.
 - v. Use commercially reasonable efforts to make the Service generally available twenty-four (24) hours a day, seven (7) days a week, except for:
 - Planned downtime (of which VST shall give at least eight (8) hours' notice via the Service or by email, the provisions of Section 3.03 notwithstanding); and
 - Any unavailability caused by the actions of the Merchants and Content Providers included in the Service; or, any unavailability caused by circumstances beyond VST's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving VST employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within VST's possession or reasonable control, and network intrusions or denial of service attacks.
- (b) **Provider Enhancements**. Beyond the obligations of Section 3(a), VST may engage in partnerships with other technology providers to enhance the VST Services. These enhancements are not guaranteed as part of the Service and may cease to be available during the course of this Agreement. Termination or impairment of these enhancements shall not constitute material breach of this Agreement.
- (c) **Client Responsibilities**. Client is responsible for all activities under Client's User account. Further, Client shall:
 - i. Have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data;
 - ii. Use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify VST promptly of any such unauthorized use as soon as it is discovered
 - iii. Comply with all applicable local, state, federal, and foreign laws in using the Service and, if using the Service outside of the United States, not use the Service in a manner that would violate any federal or state laws of the United States if conducted therein

- iv. Provide all required assistance, information, materials, and code to VST to set up the interface to Client's Website and ensure that Client's Website maintains the infrastructure necessary to support the interface.

(d) **Use Guidelines.** Client shall not:

- i. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement;
- ii. send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- iii. send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;
- iv. send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, or programs;
- v. interfere with or disrupt the integrity or performance of the Service or the data contained therein;
- vi. attempt to gain unauthorized access to the Service or its related systems or networks; or
- vii. circumvent or disable any technological or security features or measures in the Services, including, without limitation, attempting to discern the source code for the Software Services.

- (e) **Publicity.** Upon prior notification, either Party may include the name and logo of the other Party's campus store or institution in lists of Clients, vendors, or generic partners on either Party's website, blog, social networking account, and press releases. In addition, VST may use Client Data in a non-identifying manner to publicize the results of Client's use of the Service.

3. Payment Terms.

- (a) **Payments.** Client will pay to VST the Software Services Subscription Fee as indicated in the initial Order Form due within thirty (30) days of the Effective Date. All other payments hereunder shall be due and payable within thirty (30) days including subsequent Order Forms. In the event of any delinquency in any payments due, VST may, at its sole option, suspend use of the Service until all delinquent payments have been made and may require advance payments if it deems it necessary. Client's failure to adhere to the payment obligations under this Section 3 will be considered a material breach of this Agreement. If Client legitimately disputes any amount due hereunder, then Client shall pay to VST all undisputed amounts due, provide to VST a detailed written description and the basis for the Client's dispute, and cooperate with VST in promptly resolving the dispute.

- (b) **Credit Review.** Client acknowledges and agrees that VST may conduct periodic credit reviews of Client's account, and Client shall cooperate with VST by providing financial statements and other reasonable information to VST. VST may, in its sole discretion based upon Client's supplied information or other information VST receives, adjust the payment terms and credit limit extended to Client by notifying Client via email or otherwise. If Client has not brought its account in line with the new credit limit within five (5) business days after such notification, VST may, in its sole discretion, take one or more of the following actions:

- i. disable or suspend Client's integration to prevent the further dissemination of Digital Content;
- ii. convert Client's business model to direct student pay;

- iii. suspend student User access to Digital Content supplied yet not paid for; and
 - iv. terminate this Agreement.
- (c) **Taxes.** Client will be responsible for paying any taxes, including sales and use, value added, goods and services and other similar governmental charges, levies or impositions, if any, assessable upon such fees and expenses pursuant to applicable law (excluding taxes imposed upon VST's net income, net worth or capital, or the like) in the manner prescribed by applicable law. Taxes do not include interest, penalties, or additions to taxes. In the event VST determines taxes are applicable to the Services, VST will provide Client with sufficient detail concerning the nature of the product(s) sold or services rendered under this Agreement and the taxes charged with respect thereto to allow Client to verify the accuracy of the taxes charged. If applicable resale and/or other exemptions apply, Client agrees to provide documentation required by the taxing jurisdiction to validate such exemption. Until such time as valid documentation is supplied, VST will be required to charge any applicable tax.

4. Proprietary Rights.

- (a) **Reservation of Rights.** Client acknowledges that in providing the Service, VST utilizes:
- i. Verba and VitalSource names and derivative names, Verba, VitalSource, and derivative logos, Verbasoftware.com and vitalsource.com domain names, the product and service names associated with the Service, and other trademarks and service marks;
 - ii. certain audio and visual information, documents, software and other works of authorship; and
 - iii. other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information (collectively, "VST Technology") and that the VST Technology is covered by intellectual property rights owned or licensed by VST (collectively, "VST IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in or to the VST Technology or VST IP Rights are granted to Client, and all such licenses and rights are hereby expressly reserved. The foregoing includes any work performed pursuant to Section 3 above. Upon VST's request, Client shall promptly provide VST with copies of all Client Content required by VST to provide the Services under this Agreement. Client hereby grants to VST a limited, non-exclusive, non-transferable license to use the Client Content solely in connection with providing Services.
- (b) **Client Restrictions.** Client shall not:
- i. modify, copy, or create derivative works based on the Service or VST's Technology;
 - ii. disassemble, reverse engineer, or decompile the Service or VST Technology, or access it in order to:
 - build a competitive product or service;
 - build a product or service using similar ideas, features, functions, or graphics of the Service;
 - demonstrate product or service to competitive product or service providers; or
 - copy any ideas, features, functions, or graphics of the Service.
- (c) Client expressly authorizes VST to use any Client Data transmitted to VST, except personally identifiable student information ("Student PII"), and share such Client Data with partners to provide the Service to Client and for other related purposes. In addition, VST is hereby authorized to use any Student PII received pursuant to this Agreement and shared with Client's agreed-upon publishers and related software providers to the

extent necessary for the provision of the Service and in compliance with FERPA regulations to the extent applicable.

5. Confidentiality.

- (a) **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Service, the VST Technology, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that:
- i. is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
 - ii. was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
 - iii. was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; and
 - iv. is received from a third party without breach of any obligation owed to the Disclosing Party.
- (b) **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.
- (c) **Protection.** Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information.
- (d) **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- (e) **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

6. Warranties & Disclaimers.

- (a) **Warranties.** Each Party represents and warrants that it has the legal power to enter into this Agreement. VST represents and warrants that:
- i. it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof;
 - ii. it owns or otherwise has sufficient rights to the Service and the VST Technology to grant the rights and licenses granted herein; and

- iii. the Service and VST Technology do not infringe any intellectual property rights of any third party.

VST will use commercially reasonable efforts to correct or repair any non-conformance to such warranty standards of the Service. If VST is unable to correct or repair any such non-conformance, Client may terminate this Agreement.

- (b) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, VST MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. VST HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

- (c) **Mutual Indemnification.**

- i. **Client Indemnification.** Client shall, at its own expense, defend, hold harmless and indemnify VST and its affiliates, and their officers, directors, employees and contractors, from any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "Liabilities") to the extent such Liabilities arise out of or in connection with any third party claim that the Client Website or any part thereof, infringes any patent, copyright, trademark, trade secret, moral, or any other intellectual property rights of such third party. VST shall promptly notify Client in writing of any such claim and allow Client to control the defense and settlement of such claim, provided that VST may participate in the defense and settlement at its own expense with counsel of its own choosing. Client shall not agree to any settlement of claims against VST or other indemnified parties, without VST's prior written consent.

- ii. **VST Indemnification.** VST shall, at its own expense, defend, hold harmless and indemnify Client and its affiliates, and their officers, directors, employees and contractors, from any and all Liabilities to the extent such Liabilities arise out of or in connection with any third party claim that the Service as provided by VST hereunder, infringes any patent, copyright, trademark, trade secret, moral or any other intellectual property rights of such third party. Client shall promptly notify VST in writing of any such claim and allow VST to control the defense and settlement of such claim, provided that Client may participate in the defense and settlement at its own expense with counsel of its own choosing. VST shall not agree to any settlement of claims against Client or other indemnified parties, without Client's prior written consent. VST shall have no obligation pursuant to this paragraph for claims or Liabilities to the extent same result from VST's compliance with the Client's detailed specifications. This paragraph states VST's sole liability and Client's exclusive remedy in respect of any intellectual property infringement.

7. **Limitation of Liability.**

- (a) **Limitation of Liability.** EXCEPT FOR BREACHES OF CONFIDENTIAL INFORMATION AND THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID AND DUE HEREUNDER.
- (b) **Exclusion of Consequential and Related Damages.** EXCEPT FOR BREACHES OF CONFIDENTIAL INFORMATION AND THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY LOSS OF DATA OR GOODWILL OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND,

WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- (c) Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

8. Term and Termination.

- (a) Term of Agreement. The term of this Agreement shall begin on the Effective Date and continue for one (1) year (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for additional one (1) year terms (each, a "Renewal Term"), unless either Party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current term.
- (b) Software Services Subscription Fee after the Initial Term. A new Order Form must be submitted prior to or during any Renewal Term to maintain Services that are subject to a Software Services Subscription Fee.
- (c) Termination for Cause. A Party may terminate this Agreement for cause: (i) upon thirty (30) days' written notice of a material breach to the other Party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
- (d) Outstanding Fees. Termination shall not relieve VST of the obligation to pay any fees or Commissions accrued or payable to Client prior to the effective date of termination.

9. General Provisions.

- (a) Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.
- (b) Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email.
- (c) Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
- (d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- (e) Assignment. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties hereto, provided that neither Party may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the consent of the other Party, except that either Party may, without the consent of the other Party and upon notice to the other Party, assign or transfer this Agreement in whole or in part to any entity which shall succeed to all or substantially all of the assets, liabilities and goodwill of the business unit conducting the business of such Party.
- (f) Governing Law and Venue. This Agreement shall be governed exclusively by the internal laws of the State of Tennessee, without regard to its conflicts of laws rules. The state and federal courts located in or near Davidson County, Tennessee, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement.

EXHIBIT A
Verba Compare

Client, if indicated on Order Form, desires to obtain a license to access and use Verba Compare, subject to the terms and conditions herein.

1. Definitions.

- (a) **Commission:** means fees paid to VST from Merchant and from VST to Client.
- (b) **Client's Website:** shall mean a website and the associated code comprising same and/or other websites designated in writing by the Client.

2. Rights Granted.

- (a) VST hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable (except as set forth in the assignment provisions herein) right to access and utilize Verba Compare to provide Users comparison offers from Client and other Merchants provided by VST.

3. Affiliate Merchant Relations and Integration.

- (a) If Client utilizes Verba Compare, VST shall make available a standard interface that allows the relevant Service(s) to be utilized from Client's Website.
- (b) If Client utilizes Verba Compare, VST and Client will jointly agree upon Merchants to be included in Verba Compare for Client. Should one or more Merchants cease operations or withhold functionality necessary for inclusion in Verba Compare, VST and Client shall jointly agree upon alternative Merchant(s).
- (c) If Client utilizes Verba Compare, then Client warrants its receipt of applicable program terms for the Merchants included in Verba Compare to Client.
- (d) If Client violates the terms of service for one of the Merchants included in Verba Compare, VST, at its discretion, may determine that violation to be cause for immediate termination of this Agreement or may remove the relevant Merchant from the Service to Client.
- (e) If Client utilizes Verba Compare, then Merchants, their agents and associated advertisers, included in Verba Compare are expressly exempt from any liability to Client. Client understands and agrees that VST has several agreements with Merchants and that when Users utilize Verba Compare, certain of these Merchants will be recommended as websites for Users to make purchases. In conjunction with these purchases, VST may be entitled to Commissions.
- (f) VST will pay Client a Commission per purchase via Verba Compare at the rates for the period in which the Commission is generated as described in the support documentation.
- (g) VST will issue to Client payment of Commissions received from each Merchant twice a year. Commissions earned from October 1 – February 28/29 will be paid in May, and commissions earned from March 1 – September 30 will be paid in November. VST may withhold payment of Commissions to Client if Client's account falls into delinquency. VST will not pay Client any commissions from purchases made by Client and/or generated in Verba Compare.
- (h) In the event that any Merchant in Verba Compare terminates its relationships with VST or with a class of participants that VST believes includes Client or VST, VST will inform Client of this event and offer to promptly remove Merchant from Client's Verba Compare. Upon being informed of affiliate termination, Client may choose to remove the terminating Merchant from Verba Compare by informing VST.

- (i) In the event that a Merchant terminates as described in this Section, and Client chooses to retain the Merchant in the Service, Client will be responsible for establishing their own affiliate relationship(s) with Merchants and for the collection of their own future affiliate Commissions from said Merchants for the duration of the Agreement.

EXHIBIT B
Verba Compete

Client, if indicated on Order Form, desires to obtain a license to access and use Verba Compete, subject to the terms and conditions herein.

1. Verba Compete Terms.

- (a) VST hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable (except as set forth in the assignment provisions herein) right to access and utilize Verba Compete in order to access web-based textbook marketplace analytics provided to Client by VST.
- (b) If Client violates the terms of service for one of the Merchants in Verba Compete, VST, at its discretion, may determine that violation to be cause for immediate termination of this Agreement or may remove the relevant Merchant from the Service.

EXHIBIT C
Verba Collect

Client, if indicated on Order Form, desires to obtain a license to access and use Verba Collect, subject to the terms and conditions herein.

1. Verba Collect Terms.

(a) VST hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable (except as set forth in the assignment provisions herein) right to access and utilize Verba Collect, in order to provide Users web-based textbook adoption and management service provided for Client; and

i. if Client utilizes Verba Collect, VST shall make available a standard interface that allows the relevant Service(s) to be utilized from Client's Website.

EXHIBIT D
Studio

Client, if indicated on Order Form, desires to obtain a license to access and use Studio, subject to the terms and conditions herein.

1. **Studio Terms.** VST hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable (except as set forth in the assignment provisions herein) right to access and utilize Studio to create and customize Digital Content in accordance with the terms of this Agreement and/or to use the Faculty Upload feature governed by these Studio terms. Client hereby grants a limited, non-exclusive license to VST solely to host Digital Content uploaded, modified and/or created by Client or Client's authorized users ("Client Digital Content") for the purposes of enabling Client to access and use Studio or Faculty Upload and to produce Client Digital Content.

2. **Additional Representation and Warranties; Indemnification.** Client represents and warrants to VST with respect to Client Digital Content that: (a) Client is owner or authorized licensee of all rights necessary and appropriate to access and use Studio to create and modify the Client Digital Content, as well as to grant to VST the license to host and enable such Client Digital Content; (b) it does not and shall not infringe any copyright, trademark, trade secret or other intellectual property or proprietary right, or violate any right of privacy, publicity or other right of any person; (c) it does not and shall not violate any applicable laws or regulations, including without limitation any export controls; (d) it does not and shall not contain any recipes, formulae or instructions that, if implemented, might be injurious to the End-User or others; and (e) it does not and shall not contain any viruses, Trojan horses, trap doors, worms or any other malicious computer programming routines that might damage a computer system. Client shall, at its own expense, defend, hold harmless and indemnify VST and its affiliates, and their officers, directors, employees and contractors, from any and all Liabilities to the extent such Liabilities arise out of or in connection with any third party claim that the Client Digital Content or any part thereof, infringes any patent, copyright, trademark, trade secret, moral, or any other intellectual property rights of such third party.

3. **Fees.**

Module	Fee	Description
Platform and maintenance	Waived	Unlimited products and users. Client Digital Content developed in Studio can only be distributed to end-users via an ingestion into the VitalSource Bookshelf platform. Please contact your representative if you would like permission to download or deliver content through a distribution platform other than VitalSource Bookshelf.
Distribution through Bookshelf (IA)	\$4.00 per unit	Client acknowledges that the Price Per Title shall be \$4.00 in Inclusive Access/course fee, or institution paid models, and Client shall pay per Code as per Exhibit E.
Distribution through Bookshelf (non-IA)	\$7.00 per unit	Client acknowledges that the Price Per Title shall be \$7.00 in all other scenarios, and VST shall charge Client or Client's students as per Exhibit E.

Payment Terms: VST shall submit quarterly invoices for the units (codes) based on the fees outlined above. Statements for each invoice period shall be appropriately detailed to support the activity reported during the statement period. VST shall forward all invoices, statements, and payments to a designated address provided by Client and Client shall have forty-five (45) days to pay any such invoice. Each Party shall be responsible for any tax liability it incurs due to the performance of its duties under this Agreement.

EXHIBIT E
Digital Content Distribution and Access

Client, if indicated on Order Form, desires to obtain a license to access and the VST Platform, in order to provide access to Digital Content for its faculty, staff and students, subject to the terms and conditions herein.

1. Definitions.

- (a) **Census**: means the date on which each course enrollment is closed, and the official number of enrolled students is determined.
- (b) **Codes**: means the codes that provide access to Digital Content to the Client's faculty, staff, and students when redeemed in Bookshelf or on Content Provider's hosted platform.
- (c) **Connect Net Price**: means the Price Per Title minus the Client's margin.
- (d) **Connect Unit**: means each Billable Unit for which Client utilizes the Verba Connect platform.
- (e) **Inclusive Access**: means the program by which course materials are provided to students electronically through a mandatory or opt-out payment policy through institutional billing to students.
- (f) **National Catalog**: means Digital Content that VST is authorized and licensed to distribute through third-party resellers and Clients.
- (g) **Payment Agent**: means when Client purchases Digital Content directly from Content Providers and authorizes VST to bill Client on Content Provider's behalf.
- (h) **Price Per Title**: means the price of each title be as agreed between Client and Content Provider(s) and between Client and VST, as applicable, to Client or if leveraging the National Catalog shall be the DLP.
- (i) **Verba Connect**: means the suite of web-based tools that assist Client and course material publishers with managing the distribution of Inclusive Access course materials provided to Client.

2. Rights Granted.

- (a) **Content License Granted to Client**. Subject to the terms and conditions set forth in this Agreement, VST hereby grants to Client for the term of this Agreement a nontransferable, nonexclusive limited license to access and use Digital Content distributed to Client through the VST Platform, solely for educational purposes, and solely for use by Client's faculty, staff and students. All uses of the Digital Content are subject to the following conditions:
 - i. Client may not erase, delete, or modify any proprietary notices;
 - ii. Client agrees that it shall not distribute, copy, publish, or display the Digital Content except as provided in this Agreement;
 - iii. Client agrees that it shall not allow the Digital Content to be provided by Client to various resellers, distributors and/or other third parties without the express written permission of VST; and
 - iv. Client acknowledges and agrees that each Client User of the Digital Content shall be required to assent to the Terms and Conditions of Use, as modified from time to time in VST's sole discretion, found at <http://support.vitalsource.com>.

- (b) **Platform License Granted to Client.** Subject to the terms and conditions set forth in this Agreement, VST grants to Client a non-exclusive, non-sublicensable, and non-transferable license to access and use the VST Platform to distribute Digital Content to authorized Users. If applicable, VST grants to Client the right to link or integrate the VST Platform with Client's learning management system, or other Client IT system in order to enable the distribution of Digital Content as provided herein. Access to and use of certain VST APIs may be subject to additional terms and conditions provided through VST's API portal website. Such terms and conditions must be acknowledged and assented to prior to access and use of such APIs. Client shall not, and shall not permit its appointed authorized users (each an "Authorized VST Platform User") to: (i) allow anyone other than Authorized VST Platform Users to access and use the VST Platform; (ii) use the VST Platform for any technology-based service business in which their sole business purpose is to make its resources (computers, people) available to others in volume for a fee, including but not limited to a merge/purge, list maintenance, or fulfillment service. Client shall not reverse assemble or reverse compile in whole or in part the VST Platform. If Client becomes aware of unauthorized access or the misuse of the VST Platform, it shall immediately notify VST of the same.
- (c) **Digital Content License Granted to VST.** Insofar as Client owns Digital Content or has licensed Digital Content from Content Providers, Client hereby grants to VST for the term of this Agreement, a non-transferable, non-exclusive, limited license (without the right to sublicense) to provide Client and its Users with access to such Digital Content, consistent with the license terms Client obtained from Content Providers, through the VST Platform, solely for the purpose of VST performing its obligations under this Agreement.

3. Pricing and Reporting.

- (a) **Content Pricing.** If Client enters or modifies prices in the VST Platform, then VST is not liable for the accuracy of aforementioned prices and resultant payment amounts to third parties.
- (b) **Pricing Restrictions.** If Client uses the National Catalog, certain Content Providers' prices may not be altered by the Client. The list of Content Providers with aforementioned pricing restrictions can be provided to Client upon request.

4. Verba Connect: Inclusive Access Management.

- (a) **Verba Connect: Inclusive Access Management.** If indicated on the Order Form, Client will use Verba Connect to manage their Inclusive Access program and hereby designates VST as Client's exclusive Payment Agent for Inclusive Access unit payments owed to Content Providers and related software providers.
- (b) **Verba Connect Fees For Participating Publishers.** Participating publishers, which will be provided in writing to the Client prior to the first day of the semester, Client shall collect and remit to VST the Connect Net Price for each Connect Unit payable as defined below.
- (c) **Verba Connect Fees For Non-Participating Publishers or E-Texts Other than Bookshelf.** VST shall be Client's Payment Agent and Client shall collect and remit to VST the Connect Net Price for each Connect Unit plus the five percent (5%) VST transactional fee for each Connect Unit payable as defined below.

5. Payments and Fees.

- (a) Billable Units shall be:
- i. **For Inclusive Access Based Courses:** The number of enrolled students for each identified course as of Census, minus any students that use an Opt-Out Process if one is identified, multiplied by each unique title assigned.
 - ii. **All Other:** All Codes created by Client's students via a point of sale, ecommerce sale, learning management system link or sale, through an opt-in program, or any other method.

- (b) Opt-Out Process. If applicable, VST and Client shall mutually approve an opt-out mechanism, subject to the provisions of Content Provider agreements and/or prior to the start of the semester.
- (c) Enrollment Reporting. If payments require reporting from the Client, Client shall provide reports that detail: (i) each title and its ISBN, per course; (ii) the total number of enrolled students, per title, per course, as of Census; and (iii) the Price Per Title, when applicable. Client will deliver such reports to VST within fifteen (15) days of each course Census.
- (d) Client shall be invoiced for the number of Billable Units at the Price Per Title or the Connect Fees if it is a Connect Unit, unless the Content Provider, Client, and VST have agreed that the Content Provider shall directly bill the institution. In that case VST shall bill Content Provider in accordance with its agreements with such Content Providers.
 - i. Client POS and White Label Ecommerce Discount. If Client resells Digital Content from the National Catalog through Client's point of sale that has a direct VST provided integration or through VST's white label ecommerce, then those Billable Units shall have a discount for the sales of Digital Content eTextbooks hosted on Bookshelf and Digital Content Courseware hosted by Publishers at the rates for the period in which the transaction is generated as described in the support documentation.

BOARD AGENDA ITEM

Date: May 17, 2019

Submitted by: Severo M. Balason, Jr., Vice President of Student Services

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Approval



Board Meeting Date: June 5, 2019

Title of Board Item:

Adobe Creative Cloud Suite

Background:

Adobe Creative Cloud is a set of applications from Adobe Systems that provides access to a collection of software used for video editing, web development, and PDF creation. The college will dramatically benefit from the software package in several areas across campus, including Instruction, Student Support Services, and Distance Education. This software would also help the institution remain in compliance with mandated accessibility standards.

Terms (if applicable):

The term of the agreement is for a period of 12 months effective the day of purchase upon approval.

Expense (if applicable):

The annual site license subscription fee is \$14,125.50.

Fiscal Impact Including Source of Funds (if applicable):

The Guided Pathways Grant funds will be utilized and have been included in the 2018-2019 budget projections for this service.

Approved: _____


Dr. Debra Daniels, Superintendent/President



482 West San Carlos St
 San Jose, CA 95110 Telephone : 408-519-3200
 www.cland.com Fax : 408-519-3260

Quotation

Ship to Taft College
 dhicks@taftcollege.edu
 29 Cougar Court
 Taft, CA 93268

Salesperson Sheri York **Date**: 5/13/2019
 syork@cland.com **Number**: 160229-1
 Director, Software & Licensing **Page**: 1 of 1
Phone : 800-639-1319 **Sales order**: 160229
Phone : 408-519-3221 direct **Payment**: Net 15
Fax: 408-519-3260 **Purchase order**

Bill to Taft College
 dhicks@taftcollege.edu
 29 Cougar Court
 Taft, CA 93268

Contact Mark Gibson
 mgibson@taftcollege.edu
 661/763-7737

Item number	Description	Quantity	Unit price	Amount
65290665	CREATIVE CLOUD ALL ED ETLA SUB 100G HED L3 EDO	219.00	64.50	14,125.50
65272756MA	ADOBE SIGN ENTERPRISE T1 ANNUAL SITE LICENSE ETLA	219.00		0.00

Hi Mark,

Attached is the quote as requested for annual site licensing of Creative Cloud and Adobe Sign under the FCCC ETLA agreement.

Please let me know if you have any questions.

Thanks,
 Sheri

Subtotal: 14,125.50
 Tax: 0.00
 Shipping & handling : 0.00
 Total: 14,125.50

Date: May 6, 2019

Submitted by: Severo M. Balason, Jr., Vice President of Student Services

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Approval



Board Meeting Date: June 5, 2019

Title of Board Item:

NVivo Plus Enterprise License Agreement with QSR International, Inc.

Background:

NVivo is a qualitative data analysis computer software package. It is used to rapidly organize, analyze, and process text and /or multimedia information rather than numbers. The software will be used by faculty and students in History, psychology, and sociology coursework.

NVivo supplements SPSS, the statistical software package used by the institutional researcher, as well as faculty and students in statistics, psychology, and sociology coursework.

Additionally, knowledge of how to use NVivo software increases employability and entry-level wages in a number of fields.

Terms (if applicable):

The term of the agreement is for a period of 36 months effective August 1, 2019 unless terminated earlier in accordance with the agreement.

Expense (if applicable):

The annual cost for the NVivo software package and license agreement is \$11,849.

Fiscal Impact Including Source of Funds (if applicable):

The Guided Pathways Grant funds will be utilized and have been included in the 2018-2019 budget projections for this service.

Approved: _____


Dr. Debra Daniels, Superintendent/President

QSR International (Americas) Inc.
55 Cambridge St.
Burlington, MA 01803
USA

T: 1-617-491-1850
F: 1-617-812-7799
americas@qsrinternational.com
www.qsrinternational.com



QUOTATION

Quote no. 190312-ACR1

E.I.N. 26-3105730
G.S.T. 865 603 484

Quote For: Sharyn Eveland
Taft College
seveland@taftcollege.edu
661-763-7866

Date: 12-Mar-2019

Qty	Description	Price	Amount
1	NVivo Plus Enterprise license, unrestricted campus-wide (all faculty, students, staff) Price per year with 3 year term, based on FTE less than 5,723	11,849.00	11,849.00
Freight ¹			
Media charge ²			
Sub total			11,849.00
Tax			0.00
TOTAL INC TAX			11,849.00
Currency			US\$

Payment terms and details

Prices quoted are valid until 11-Apr-2019

How to pay this quote

You can accept this quote and choose to pay with one of these methods:

1. Online with a VISA or MasterCard at www.qsrinternational.com/manual-order.aspx
2. By phone with a VISA or MasterCard. Call QSR: 1-617-491-1850
3. By check made payable to QSR International (Americas) Inc and sent to the address above
4. By direct deposit:

Bank of America
1414 Massachusetts Avenue, Cambridge MA 02138 United States
Account Name: QSR International (Americas) Inc.
Account Number: 0046-2034-0353
ABA or Routing Number: 0260-0959-3 (Wire Payment)
ACH or Routing Number: 011000138 (Debit Payment)
Swift Code: BOFAUS3N

Please include your quote number in the payment details and send a remittance slip via fax to QSR at 1-617-812-7799

Purchasing terms and conditions

Note 1: Freight charges are not applicable if you choose to receive your software as a download version via email.

Note 2: As a sign of our commitment to the environment, every boxed copy (indicated by **) includes a small media charge, with every charge collected enabling us to plant one new tree.

For complete purchasing terms and conditions, visit www.qsrinternational.com

QSR International Enterprise License Purchase Agreement

Parties

QSR INTERNATIONAL (AMERICAS) INC

Of: 55 Cambridge Street Burlington, MA 01803 USA ("**QSR**")

Taft College

Of: 29 Cougar Court, Taft, CA 93268 ("**Licensee**")

Terms and Conditions

1. License

- a. Subject to this agreement, QSR grants to the Licensee a non-transferable and non-exclusive license to: use the Licensed Software or, in its place, any prior version, or other software developed by the Licensor with the same functionality as the Licensed Software and which is intended to replace the Licensed Software, on the Permitted Number of devices in accordance with the normal operating procedures in the Documentation or as notified by QSR from time to time; or
- b. As an alternative you may install a copy of the Licensed Software on a networked Device, such as a server computer, for the purpose of permitting other Devices to access and use that copy of the Licensed Software over a private network provided that the total number of devices on which the Licensed Software is so installed or used does not exceed the Permitted Number.
- c. The primary user of each device on which the Licensed Software is installed may make a second copy (**not applicable to the NVivo Server Product**) for his or her exclusive use on a portable device. The rights to install an additional copy of the Licensed Software do not permit use of the Software on both the first and second device at the same time.
- d. The Licensee may not use the Licensed Software until the License Fee has been paid.
- e. QSR retains all intellectual property rights in the Licensed Software, the Documentation and all modifications thereto.

2. Updates and Upgrades

Updates and upgrades of the Licensed Software will be provided by QSR as they become available.

3. Maintenance and Training

- a. If requested by the Licensee, QSR will provide maintenance services for the Licensed Software by telephone or electronic mail during normal business hours.
- b. If requested by the Licensee, QSR will, for a reasonable fee, provide training to employees of the Licensee in relation to the use of the Licensed Software.

4. Term

- a. This agreement commences upon execution of this agreement and shall continue for the Term unless terminated earlier in accordance with this agreement.
- b. This agreement shall automatically renew for a period of time equal to the Term (**Further Term**) unless notice of the Licensee's intention not to renew this agreement is received by QSR no later than two (2) months prior to the completion of the Term or any Further Term.

- c. The License Fee payable in respect of any Further Term may be increased by QSR by QSR giving notice in writing to the Licensee no less than three (3) months prior to that Further Term of an increase in the License Fee.
- d. QSR reserves the right to terminate this agreement immediately if the Licensee breaches the terms of this agreement. The Licensee will indemnify QSR for all loss, damage or expense caused by the Licensee's breach of this agreement.

5. Fees

- a. During the Term, the Licensee shall pay to QSR, upon execution of this agreement and upon each anniversary of this agreement, the License Fee in advance, in the currency specified in Schedule 1 and otherwise in the manner specified in Schedule 1.
- b. If the Licensee defaults in the payment of the License Fee or any other sums owing to QSR under or in connection with this agreement, QSR reserves the right to charge interest from the date of the invoice on all overdue balance until payment is received in full. The Licensee will be liable to pay all costs, charges and expenses incurred by QSR in recovering any overdue debt.
- c. Fees may be changed by QSR on the anniversary of the agreement but any increase may not be greater than 5% or the then applicable Consumer Price Index (CPI) rate, whichever is the least.

6. Renewal & Termination

- a. If the agreement is not renewed for an additional term, the agreement will immediately terminate. Upon termination of this agreement, the Licensee shall destroy any remaining copies of the Licensed Software and Documentation or otherwise return or dispose of such material in the manner directed by QSR.
- b. Any termination of this agreement will be without prejudice to the rights of each party against any other in respect of anything done or omitted under this agreement prior to such termination.

7. Taxes

The License Fees are exclusive of, and the Licensee shall be responsible for, all Taxes (whether payable by QSR or the Licensee) payable in any jurisdiction.

8. Entire Agreement

This purchase agreement is subject to the terms & conditions of the End-User License Agreement (**EULA**) which are incorporated by reference into this agreement and together will constitute the entire agreement between the Parties.

Schedule 1 Your Agreement

License Fee	\$11,849 per annum										
Currency	USD										
Licensed Software	NVivo Plus										
Permitted Number	Unrestricted campus-wide – includes access for all faculty, students, and staff. <i>(FTE less than 5,723)</i>										
Term	36 months from August 1, 2019 (term commences August 1, 2019 per request of Licensee)										
Additional Computers	Any additional computers/installations in the excess of the 'Permitted Number' listed above added to this agreement via an executed 'Enterprise License Agreement Addendum', will be charged on a prorated annualized basis. Additional installations will be retained through the remaining 'term' of the agreement.										
Enterprise License Contacts	<p>Please provide the name and email address of your 'Contract Administrator', who will act as the main contact for QSR in relation to matters associated with this agreement.</p> <p>Name:</p> <p>Email address:</p> <p>Phone number:</p>										
<p>EXECUTED as an agreement on _____, 2019, by:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">QSR INTERNATIONAL (AMERICAS) INC</td> <td style="width: 50%;">Taft College</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature of Director or authorized representative</td> <td>Signature of Director or authorized representative</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of Director or authorized representative</td> <td>Name of Director or authorized representative</td> </tr> </table>		QSR INTERNATIONAL (AMERICAS) INC	Taft College	_____	_____	Signature of Director or authorized representative	Signature of Director or authorized representative	_____	_____	Name of Director or authorized representative	Name of Director or authorized representative
QSR INTERNATIONAL (AMERICAS) INC	Taft College										
_____	_____										
Signature of Director or authorized representative	Signature of Director or authorized representative										
_____	_____										
Name of Director or authorized representative	Name of Director or authorized representative										

Date: May 28, 2019
Submitted by: Brock McMurray, EVP of Administrative Services *Bm*
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval

Board Meeting Date: June 5, 2019

Title of Board Item:

2019/2020 District Business Office Systems Agreement – KCSOS AGT # 20-0161

Background:

Quintessential School Systems (QSS) provides administrative software and consulting services for the K-12 education market. The QSS product line includes integrated modules that cover school business needs, including accounts payable, accounts receivable, benefits management, employee absence tracking, financial reports, fixed assets, general ledger, human resources reporting, payroll, personnel, position control, purchasing, retirement, and state & federal reporting. The Kern County Superintendent of Schools Office (KCSOS) currently uses QSS software to support the school districts in Kern County. The West Kern Community College District (The District), being considered fiscally dependent upon KCSOS, contracts with the County Office for QSS connections in order to use portions of the QSS software to facilitate the information sharing between themselves and KCSOS. The District utilizes QSS connections in the cashier's office and the payroll department. The cashier's office uses QSS for electronically reporting revenues received and deposited in to the County funds. The District is dependent upon KCSOS for payroll processing, and as such, all payroll information is entered directly into the QSS software.

Terms (if applicable):

July 1, 2019 to June 30, 2020

Expense (if applicable):

Quarterly payments of \$1,674.80 for an annual cost of \$6,699.18.

Fiscal Impact Including Source of Funds (if applicable):

This expense will be included in the 2019/20 Fiscal Services budget and general revenue funds will be utilized.

Approved: _____

Debra Daniels
Dr. Debra Daniels, Superintendent/President

May 28, 2019

Superintendent
West Kern Community College District
29 Cougar Court
Taft, CA 93268

RE: DISTRICT BUSINESS OFFICE SYSTEMS AGREEMENT – KCSOS AGT #20-0161

Dear Superintendent:

Submitted for your signature are two (2) original copies of the above referenced contract/agreement.

- * Please sign or have the appropriate authorized person sign the enclosed agreement in **blue ink**.
- * Please complete the district information, **including transfer account**.
- * Keep one original contract for your records.
- * Return **one (1) signed original** to the address below no later than **June 28, 2019**.

For questions or concern regarding this agreement, contact Linda Pickett at (661) 636-4653.

PLEASE RETURN SIGNED ORIGINAL TO:
Kern County Superintendent of Schools
Attn: Linda Pickett - Contracts
1300 17th Street - 6th Floor
Bakersfield, CA 93301-4533

Sincerely,

Mary C. Barlow
Kern County Superintendent of Schools



Maria Arias
Assistant Superintendent
Administration, Finance & Accountability

MCB:PQ:lp
Enc.

OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

District Business Office Systems Agreement
2019-2020

This agreement is entered into between the **KERN COUNTY SUPERINTENDENT OF SCHOOLS (SUPERINTENDENT)** and the WEST KERN COMM COLLEGE (DISTRICT). This agreement is in effect July 1 - June 30 and will automatically renew each fiscal year with same services unless SUPERINTENDENT is notified of requested changes in writing no later than September 15th of the current fiscal year.

SUPERINTENDENT shall not be liable to DISTRICT for any consequential damages resulting from Superintendent's inability or failure to provide the specified services, and DISTRICT's sole recourse for such inability or failure shall be an abatement of the costs to be charged, on a prorata basis.

Services:

1. Provide initial and ongoing training in the use of the QSS/OASIS system.
2. Provide access for various types of connections to the QSS/OASIS system.
3. Provide local support and assistance on the QSS/OASIS system.
4. Provide web based support and assistance for the QSS/OASIS system.

A. Connection cost for unlimited amount of users at all access levels:

WEST KERN COMM COLLEGE proportionate share of cost based on W-2 count of 856

Payment Amount	No. of Payments	Annual Cost
\$ 1,674.80 x	4	\$ 6,699.18

SUPERINTENDENT is authorized to transfer the amounts for the services described above on a quarterly basis from DISTRICT Account Code:

_____ \$ 6,699.18
Section 1 Total

WEST KERN COMMUNITY COLLEGE
GOVERNING BOARD

MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By: _____
District Authorized Representative
Signatory Name:
Signatory Title:
Address: 29 Cougar Court
Taft, CA 93268

By: Maria Arias
Signatory Name: Maria Arias
Signatory Title: District/LEA Fiscal Analyst
Address: 1300 17th St, Bakersfield, CA 93301
Account code: 01-315-0000-0-8677.00-0000-0000-00-0000-000

Date: _____

Date: 5.28.19

OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

District Business Office Systems Agreement
2019-2020

This agreement is entered into between the **KERN COUNTY SUPERINTENDENT OF SCHOOLS (SUPERINTENDENT)** and the WEST KERN COMM COLLEGE (DISTRICT). This agreement is in effect July 1 - June 30 and will automatically renew each fiscal year with same services unless **SUPERINTENDENT** is notified of requested changes in writing no later than September 15th of the current fiscal year.

SUPERINTENDENT shall not be liable to **DISTRICT** for any consequential damages resulting from **Superintendent's** inability or failure to provide the specified services, and **DISTRICT's** sole recourse for such inability or failure shall be an abatement of the costs to be charged, on a prorata basis.

Services:

1. Provide initial and ongoing training in the use of the QSS/OASIS system.
2. Provide access for various types of connections to the QSS/OASIS system.
3. Provide local support and assistance on the QSS/OASIS system.
4. Provide web based support and assistance for the QSS/OASIS system.

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Payment Amount	x	No. of Payments	Annual Cost
<u>\$ 1,674.80</u>		4	<u>\$ 6,699.18</u>

SUPERINTENDENT is authorized to transfer the amounts for the services described above on a quarterly basis from **DISTRICT** Account Code:

_____ \$ 6,699.18
Section 1 Total

WEST KERN COMMUNITY COLLEGE
GOVERNING BOARD

MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By: _____
District Authorized Representative
Signatory Name:
Signatory Title:
Address: 29 Cougar Court
Taft, CA 93268

By: Maria Arias
Signatory Name: Maria Arias
Signatory Title: District/LEA Fiscal Analyst
Address: 1300 17th St, Bakersfield, CA 93301
Account code: 01-315-0000-0-8677.00-0000-0000-00-0000-0000

Date: _____

Date: 5.28.19

Date: May 14, 2019

Submitted by: Severo M. Balason, Jr., Vice President of Student Services

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Approval



Board Meeting Date: June 5, 2019

Title of Board Item:

Agreement with SARS Software Products, Inc. for Annual Renewal of Support License 2019-2020

Background:

Taft College utilizes SARS as the main scheduling tool for student scheduling and data needs within Student Services. Taft College would like to renew the annual SARS Support License for SARS GRID Anywhere and SARS Messages (E-mail only).

Terms (if applicable):

The terms and conditions of the Software License Agreement between SARS Software Products and Taft College last dated August 15, 2008, shall apply to SARS annual renewal effective 8/20/2019 - 8/19/2020.

Expense (if applicable):

The annual renewal cost for SARS GRID Anywhere and SARS Messages is \$5,000.00 for one year of service.

Fiscal Impact Including Source of Funds (if applicable):

Categorical funds will be used to support the cost of the renewal, and have been included in the 2019-2020 budget.

Approved:  5/17/19
Dr. Debra Daniels, Superintendent/President

SARS SOFTWARE PRODUCTS
2175 FRANCISCO BLVD., EAST, SUITE A-3
SAN RAFAEL, CALIFORNIA 94901

February 25, 2019

Melissa Blanco
Student Services
Taft College
29 Cougar Ct
Taft, CA 93268

Dear Melissa:

Please see below for renewal information for Taft College.

2019 – 2020 FY

Product	Qty	Annual Support Fee	Term
SARS Anywhere	1	\$ 4,000	8-20-2019 – 8-19-2020
SARS Messages (E-mail only)	1	1,000	8-20-2019 – 8-19-2020
TOTAL		\$5,000	

If you have any questions, please do not hesitate to contact me.

Sincerely,



Clint Kirk
Office Administrator

Date: May 21, 2019
Submitted by: Brock McMurray, EVP of Administrative Services 
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval

Board Meeting Date: June 5, 2019

Title of Board Item: Consulting Services Agreement with Capitol Public Finance Group, LLC "Capitol PFG" to serve as the WKCCD Dissemination Agent (Consulting Services Agreement, Consulting Services Order CSO No. 2019-1 and Certificate of Acceptance)

Background:

The purpose of this agreement is to assist WKCCD in meeting its continuing disclosure responsibilities under S.E.C. Rule 15c2-12(b) (5). Capitol PFG will serve as the District's dissemination agent related to the District's obligation to file Continuing Disclosure Certificates (CDCs) associate with the district's long term debt (general obligation bonds and certificates of participation) which are listed in Appendix A of the agreement.

Their services include preparation and submission of the required annual filings. In addition, Capitol PFG will seek methods to improve the filings; appropriately cross reference the district's comprehensive continuing disclosure for all outstanding debt governed by a CDC; prepare a continuing disclosure log of outstanding debt; and review, amend and/or file any late or incomplete continuing disclosure filings.

Either party may terminate this Agreement without cause by delivering to the other party written notice expressing a desire to terminate which would be effective immediately upon receipt of a Termination Notice.

Terms (if applicable):

July 1, 2019 - June 30, 2020

Expense (if applicable):

Annual Reporting Filing - \$4,500.00; \$500.00 for each material event filing; plus expenses (statistical data reports provided by outside vendors)

Fiscal Impact Including Source of Funds (if applicable):

The District will be invoiced upon completion and submittal of the Annual Report and Material Event filings. The cost for these services has been included in the 2019-20 Administrative Services budget and general funds will be utilized.

Approved: _____
Dr. Debra Daniels, Superintendent/President



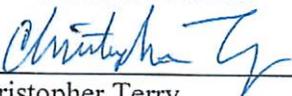
Capitol | PFG

Crafting Optimal Financial Solutions

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is hereby made between the West Kern Community College District ("Client") and Capitol Public Finance Group, LLC ("Capitol PFG"). Capitol PFG agrees to provide the "Services," as more fully defined below, to Client and Client agrees to pay to Capitol PFG based on the terms of the Consultant Services Order, as more fully defined below.

1. Definitions. The following definitions shall apply to this Agreement.
 - a. The "Commencement Date" shall be July 1, 2019.
 - b. The "Termination Date" shall be the June 30, 2020.
 - c. The "Agreement Term" shall begin with the Commencement Date and shall end with the Termination Date.
 - d. The "Consulting Services Order" shall include the Services and the Consultant Services Fee.
2. Services. The duties and tasks to be performed by Capitol PFG (the "Services") shall be outlined in the attached Consulting Services Order(s). During the performance of such Services by Capitol PFG, the Client will retain and exercise decision-making authority over the Services performed by Capitol PFG. The Services may include a development schedule and milestones. Under the terms of this Agreement, Capitol PFG and Client may add additional Services as agreed upon. These additional Services shall be put in writing in a Consulting Services Order and attached to this Agreement.
3. Insurance. Capitol PFG shall be responsible for carrying Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000).
4. Payment. Client shall pay Capitol PFG based on the terms of the attached Consulting Services Order(s). The attached Consulting Services Order(s) includes a "Payment Schedule" that shall include invoicing terms of the Consulting Services.
5. Termination. Either party may without cause terminate this Agreement by delivering to the other party written notice via U.S. Mail, facsimile, or personal delivery (but not by electronic mail transmission) expressing a desire to terminate this Agreement (a "Termination Notice"). Termination shall be effective immediately upon receipt of a Termination Notice.



 Christopher Terry
 Capitol Public Finance Group, LLC



 Dr. Debra Daniels
 Superintendent - President
 West Kern Community College District

Date: _____

Date 5/21/19

CONSULTING SERVICES ORDER

This Consulting Services Order (“CSO”) is an attachment to the Consulting Services Agreement made between the Client and Capitol PFG.

Services:

Provide Dissemination Agent services as described in the Continuing Disclosure Certificates (CDCs) related to all outstanding debt of Client and Certificate of Acceptance of Dissemination Agent (attached).

Outstanding Debt with CDCs

See Attached Appendix A

Consulting Service Fee:

Annual Report Filing

Capitol PFG will receive a fee of \$4,500 plus expenses. Expenses related to this service involve statistical data reports provided by outside vendors.

Material Event Filing

Capitol PFG will receive a fee of \$500 per filing.

Payment Schedule:

The Consulting Service Fee will be invoiced upon completion and submittal of the Annual Report and Material Event filings.

APPENDIX A

\$14,999,057.60
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
Tax-Exempt General Obligation Bonds, Election of 2004, Series 2004A

\$10,829,298.70
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
2005 General Obligation Refunding Bonds

\$12,500,856.25
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
General Obligation Bonds (Election of 2004), Series 2006B

\$12,297,305
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
General Obligation Bonds (Election 2004), Series 2007C

\$25,005,000
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
2015 General Obligation Refunding Bonds

\$26,625,000
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
2015 Refunding Certificates of Participation

Certificate of Acceptance of

Capitol Public Finance Group, LLC as Dissemination Agent

The purpose of this Certificate of Acceptance (“Certificate”) is to assist the Client with meeting its continuing disclosure responsibilities under S.E.C Rule 15c2-12(b)(5). Upon acceptance of this Certificate, Capitol PFG will perform the following services as a third party Dissemination Agent:

- Annually request financial information and operating data from the Client. Such request will be made at least 30 days prior to the Annual Report filing due date. The information request will include a review of a material event checklist.
- Monthly request update on issuance of any Financial Obligations or events reflecting financial difficulties, interactions with rating agencies, or change in Client contacts.
- Seek methods to improve the Client’s continuing disclosure filings, including making it easier for investors to locate filings.
- Annually file and appropriately cross reference the Client’s Comprehensive Continuing Disclosure for all outstanding debt governed by a continuing disclosure certificate. Capitol PFG will provide the Client with the Annual Report prior to its filing.
- Prepare continuing disclosure log of outstanding debt and review, amend and/or file any late or incomplete continuing disclosure filings.
- File material and significant event notices within 5 days of receipt.
- Annually provide the Client with its fee proposal for Dissemination Agent Services.
- Capitol PFG is obligated to provide Dissemination Agent services only upon written direction by the Client.

The Client agrees to assist Capitol PFG as Dissemination Agent by doing the following:

- Timely provide financial information, operating data and the material event checklist as requested by Capitol PFG.
- Notify Capitol PFG of any events that are listed as a material or significant events within 5 days of having knowledge of such event.
- Review and acknowledge the Annual Report prior to its filing.
- Compensate Capitol PFG for its services in accordance with its fee schedule, and reimburse Capitol PFG for all expenses incurred in the performance of its duties as Dissemination Agent.
- Annually provide written acceptance of Capitol PFG’s fee proposal to take effect.
- The District may terminate Capitol PFG as Dissemination Agent at any time with written notice.

BOARD AGENDA ITEM

Date: May 13, 2019
Submitted by: Andrew Prestage, Executive Director Information Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 5, 2019

Title of Board Item:
Cisco Umbrella Insights one year license

Background:
The Cisco Umbrella Insights is a DNS service that checks URLs to make sure that they are not blacklisted. Reports are received daily informing IT about blocked URLs. This service is an additional layer of protection from Malware and other security issues.

Terms (if applicable):
The Umbrella DNS Services one-year license will be valid from 7/20/2019 to 7/19/2020.

Expense (if applicable):
The total cost of the annual renewal is \$4,212.00.

Fiscal Impact Including Source of Funds (if applicable):
This cost is included in the 2019-2020 IT Budget.

Approved: 

Dr. Debra Daniels, Superintendent/President

QUOTE CONFIRMATION



DEAR MARK GIBSON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KPST576	5/7/2019	KPST576	7476449	\$4,212.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Umbrella Insights - license - 1 user Mfg. Part#: UMB-INSIGHTS-K9 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)	312	4727216	\$13.50	\$4,212.00

PURCHASER BILLING INFO		SUBTOTAL	\$4,212.00
Billing Address: WEST KERN COMMUNITY COLLEGE DIST. ACCOUNTS PAYABLE 29 COUGAR COURT TAFT, CA 93268 Phone: (661) 763-7700 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$4,212.00
		DELIVER TO Shipping Address: WEST KERN COMMUNITY COLLEGE DIST. MARK GIBSON 29 COUGAR COURT TAFT, CA 93268 Phone: (661) 763-7700 Shipping Method: ELECTRONIC DISTRIBUTION	

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Brett Bradford	(877) 508-2411	bretbra@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
 © 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Date: May 7, 2019

Submitted by: Severo M. Balason, Jr., Vice President of Student Services

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Approval



Board Meeting Date: June 5, 2019

Title of Board Item:

VoiceThread Annual License Agreement

Background:

VoiceThread is a learning tool for enhancing student engagement and online presence. With VoiceThread, instructors and/or students can create, share, and comment on images, Microsoft PowerPoint presentations, videos, audio files, documents, and PDFs, using microphone, webcam, text, phone, and audio-file upload. VoiceThread is also an external tool that integrates into Canvas and includes a universal app for screen readers as well as integration with third-party closed caption services.

VoiceThread allows students to actively engage with the content, their instructor, and their peers for the learning content to be transformed into effective understanding. This tool can be used to boost student engagement and regular effective contact in both student-to-student and student-to-instructor interaction in an online classroom. VoiceThread is a great tool for foreign language instructors to hear their students practice speaking the language they are studying in an online environment.

Terms (if applicable):

Taft College was given a 60-free trial. The term of the agreement is for a period of 12 months effective the day after our free trial which will be July 13, 2019.

Expense (if applicable):

The annual cost for the VoiceThread license agreement is \$3,500. Renewal will be based on the number of active users during this license agreement.

Fiscal Impact Including Source of Funds (if applicable):

The Guided Pathways Grant funds will be utilized and have been included in the 2019-2020 budget projections for this service.

Approved: 

Dr. Debra Daniels, Superintendent/President

VoiceThread
P.O. Box 970533
Boca Raton FL 33497-0533
United States

VOICETHREAD

Taft College
Adam Bledsoe
29 Cougar Ct
Taft CA 93268

Quote # 933444
Quote Date May 2, 2019
Quote Total (USD) \$3,500.00

Item	Description	Unit Cost	Quantity	Line Total
Active User License [AUL20]	300 Active User band 300 active users = \$3,500 450 active users = \$4,500 600 active users = \$5,500 * Next year's renewal will be based on the number of active users during this License year. - 2 integrations - Mobile apps for Android and iOS - Universal app for screen readers - Integration with 3rd-party closed caption services - 2 training sessions - 1-day email/phone support - Unlimited exports - License analytics - Advanced security controls NOTE: If you require customized documentation or contracts, automated closed captioning for all audio and video, or more than 2 training sessions, add Platinum Service for \$1999 [AUL20]	3,500.00	1	3,500.00
	Free 60 day Integration trial starting May 13, 2019	0.00	0	0.00

Quote Total (USD)	\$3,500.00
--------------------------	-------------------

Terms

The purchase of services will be governed by the VoiceThread terms of use <https://voicethread.com/termsfuse/>. Any terms and conditions attached or included with a purchase order will not apply to this purchase.

A copy of our W-9 can be found here:

<http://voicethread.com/media/misc/w9.pdf>

Quotes are valid for 90 days from issuance

Notes

{NEW}

Date: May 14, 2019

Submitted by: Severo M. Balason, Jr., Vice President of Student Services

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Ratification



Board Meeting Date: June 5, 2019

Title of Board Item:

Pacific West Sound Inc. to provide the sound system and music for the 2018-2019 Taft College Graduation Ceremony

Background:

Pacific West Sound Inc. is the company that provides the audio and sound system for the Taft College graduation ceremony each year. Due to change in the company's personnel and the unfamiliarity with our set-up and request, there was a delay in receiving a accurate quote from the company until recently.

Terms (if applicable):

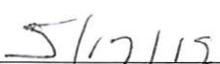
The term of the agreement is for one day of services for the sound system and music for May 24, 2019.

Expense (if applicable):

The quote for services is \$3,225 which has been budgeted in the 2018-2019 budget.

Fiscal Impact Including Source of Funds (if applicable):

District funds (VPSS) will be utilized and have been included in the 2018-2019 budget projections for this service.

Approved:  
Dr. Debra Daniels, Superintendent/President



Pacific West Sound
 521 E 21st Street
 Bakersfield, CA 93305
 Phone: 661-395-1448
 Fax: 661-395-3148
 www.pacificwestsound.com

Quote

Quote Number: 19-0443
 Taft College Graduations - 5.24.19

Client
Taft College 29 Cougar Court Taft, CA

Venue / Site
Taft College 29 Cougar Court Taft, CA

Account Manager	Shipping Method	Customer PO	Insurable Value	Terms	Tax Rule
Johnny Garcia	Isuzu Box Truck		\$47,108.49		

Ship Date	Load In	Show Start	Load Out	Return Date	Discount
5/23/2019 11:00 AM	5/24/2019 11:00 AM	5/24/2019 12:00 AM	5/24/2019 9:00 PM	5/24/2019 11:30 PM	

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
AUDIO							
Rental	1	Yamaha QL-5 Digital Cosole					
Rental	10	QSC K10					
Rental	10	TeleLock Ultimate Support Speaker Stand W/Adjustment Leg					
Rental	4	25' CPC					
Rental	2	50' CPC					
Rental	3	75' CPC					
Rental	3	100' CPC					
Rental	2	12Ch CPC Fanout (M)					
Rental	20	10' XLR					
Rental	45	25' XLR					
Rental	4	100' XLR					
Rental	2	Shure MX418					
Rental	4	Shure Beta 87A					
Rental	1	K&M Tall Boom Stand					
Rental	2	Table Top Mic Stand					
Rental	4	25' EON Loom					
Rental	4	50' EON Loom					
Rental	6	50' K-Loom Cable					
						AUDIO Total:	\$1,254.70

POWER							
Rental	3	TLB-200 50 Amp Distro					
Rental	2	50' 50 Amp Power Cable					
Rental	2	100' 50 Amp Power Cable					
Rental	1	50 Amp Y Adapter					
Rental	4	30 Amp to Edison Quad Box					
Rental	6	25' Edison Cable					
Rental	4	50' Edison Cable					
Rental	4	100' Edison Cable					
Rental	1	Edison Cube Tri-Tap					
Rental	1	6 Outlet Edison Power Strip					
						POWER Total:	\$322.50

MISC/EVENT SUPPORT							
Rental	1	Chrome Padded Bar Stool					
Rental	1	EZ-UP Canopy					
Rental	1	4' Lifetime Table					
Rental	1	4' Black Fitted Tablecloth					
						MISC/EVENT SUPPORT Total:	\$27.00

Pacific West Sound

Quote (Quote Number: 19-0443)

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Labor	1	FOH Technician	Load In, Setup, Rehearsal, Operate, Load Out	1	Day Rate	650.00	650.00
Labor	4	Skilled Technician	Load In, Load Out	1	Day Rate	360.00	1,440.00
						Labor Total:	\$2,090.00
Travel							
Travel	5	Crew Transport		1	Day Rate	35.00	175.00
Travel	5	Per Diem		1	Day Rate	40.00	200.00
						Travel Total:	\$375.00
Delivery Services							
Labor	1	Taft Area Delivery		1	Day Rate	155.00	155.00
						Delivery Services Total:	\$155.00
Subtotal:							\$4,224.20
Additional Discount:							(\$999.20)
Discounted Subtotal:							\$4,224.20
Sales Tax:							\$0.00
Total:							\$3,225.00
Balance Due:							\$3,225.00

BOARD AGENDA ITEM

Date: May 7, 2019
Submitted by: Terri Smith
Area Administrator: Dr. Leslie Minor, VP of Instruction
Subject: Request for Approval



Board Meeting Date: June 5, 2019

Title of Board Item:

Netlink Loader (pay station kiosk) Service Contract

Background:

This is a renewal service contract with C. A. Reding for the pay station kiosk located in the library. The kiosk allows students to add funds to their account to print from computers in the library.

Terms (if applicable):

June 26, 2019 - June 25, 2020

Expense (if applicable):

\$1,676.00

Fiscal Impact Including Source of Funds (if applicable):

This item is included in the library's 2019/2020 District budget.

Approved: 

Dr. Debra Daniels, Superintendent/President

BOARD AGENDA ITEM

Date: May 22, 2019

Submitted by: Severo M. Balason, Jr., Vice President of Student Services

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Ratification



Board Meeting Date: June 5, 2019

Title of Board Item:

Training Services Agreement with Westside Energy Services Training and Education Center, Inc. (WESTEC) - Active Shooter Training for Faculty and Staff on May 29, 2019

Background:

WESTEC will provide faculty and staff active shooter training on May 29, 2019 for May In-Service.

Terms (if applicable):

The term of the agreement is for one day of training on May 29, 2019, 1 pm -4 pm.

Expense (if applicable):

The cost for training is a flat fee of \$350 for services provided.

Fiscal Impact Including Source of Funds (if applicable):

The VPSS Security Services budget will be utilized and have been included in the 2018-2019 budget projections for this service.

Approved: 

Dr. Debra Daniels, Superintendent/President



EVENT CODE:

TRAINING SERVICES AGREEMENT

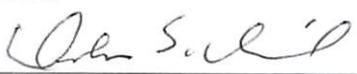
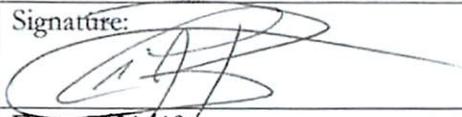
This agreement is between Westside Energy Services Training and Education Center, Inc. (WESTEC, a non-profit training cooperative) and Taft College

WESTEC agrees to provide the following services for CUSTOMER:

Course:	Location:	Date Time:
Active Shooter	Taft College Cougar Room	May 29, 2019 1:00pm-4:00pm

Service Terms:

- There will be a Flat fee for service(s) of **\$350.00**
 * Payment for services rendered is due and payable in full upon receipt within 15 days of completion of class. This is due to expenses incurred for specialty equipment that may be required.
- EQUIPMENT REQUIRED (Computer, Projector, Speakers, Screen for Power Point)**
This WILL BE PROVIDED BY THE CONTRACTOR, at the specific site of training.
- CUSTOMER billing information: Taft College Student Services Division.
 Attn: Severo M Balason Jr, Vice President of Student Services.
 Billing Address: Taft College 29 Cougar Court
 CUSTOMER Phone#:661-763-7854 Work Phone, 661-763-7758 Fax
- Upon signing this agreement, the CUSTOMER agrees to pay WESTEC a non-refundable cancellation fee of \$150.00. All invoices are due upon receipt.
- Cancellation notice must be received to WESTEC in writing or by fax (661-393-1015) at least 24 hours in advance of the event. If cancellation notice is not received by this deadline, the CUSTOMER agrees to pay the total fee for services outlined in this agreement.

CUSTOMER INFO:	WESTEC INFO:
Name and Title:	Name Chris Resendez Title: AOJ Program Manager
Signature: 	Signature: 
Date:	Date: 5/21/19

Thank you for choosing WESTEC!

Date: May 22, 2019

Submitted by: Richard Treece, Director of Facilities and Planning

Area Administrator: Brock McMurray, EVP of Administrative Services

BW

Subject: Request for Approval

Board Meeting Date: June 5, 2019

Title of Board Item:

HVAC Maintenance Agreement renewal with the Taft City School District

Background:

Taft College has a long-standing agreement to provide Taft City School district HVAC maintenance. The charge for 2019/20 will be \$69.00 per hour, with a minimum ½ hour charge for work performed on any equipment

Terms (if applicable):

July 1, 2019 – June 30, 2020

Expense (if applicable):

None.

Fiscal Impact Including Source of Funds (if applicable):

Income to Taft College for work performed.

Approved: _____

LOSLP

5/24/19

Dr. Debra Daniels, Superintendent/President

HVAC MAINTENANCE AGREEMENT

This Agreement is entered into between Taft City School District ("TCSD") and West Kern Community College District ("WKCCD"), both of Kern County California.

RECITALS

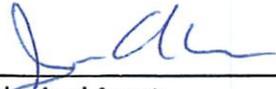
- A. The parties are both public school agencies.
- B. WKCCD has the capacity, and is willing, to provide services as specified below to TCSD on the terms and conditions outlined in this Agreement.
- C. WKCCD will serve as the agency by whose powers this joint exercise of powers is exercised.

TERMS

1. WKCCD will, to the extent feasible after having first met its own needs for the services described below:
 - A. Inspect, service and repair heating, ventilation, and air conditioning systems owned or leased by TCSD, to the same standards as apply to WKCCD's own equipment, including all standards required by law.
 - B. Invoice TCSD on a monthly basis.
1. TCSD will:
 - A. Pay promptly, after receipt of monthly invoices as follows:
 1. WKCCD's certified cost for parts and supplies (such as lubricants).
 2. Labor charges at \$69.00 per hour, with a minimum ½ hour charge for work performed on any equipment.
 3. Services will be provided at TCSD's facilities. However, WKCCD agrees that, to the extent its employees are required to enter TCSD's school sites to perform services under this Agreement, WKCCD employees will be under the direct supervision of TCSD employees at all times and will comply with TCSD's directions reasonably designated to insure that WKCCD employees will have limited contact with TCSD's pupils and to insure the safety of TCSD's pupils while they are on TCSD sides.

4. The term of this Agreement is July 1, 2019 through June 30, 2020. Either party may terminate this Agreement on 30 days' written notice to the other, delivered to their respective district offices.

~~WEST KERN COMMUNITY COLLEGE~~
Taft City School District

BY: 
Authorized Agent

DATE: 5/9/2019

~~TAFT CITY SCHOOL DISTRICT~~
West Kern Community College District

BY: 
Authorized Agent
Dr. Debra S. Daniels,
Superintendent/President

DATE: _____

**West Kern Community College District
Board of Trustees Meeting
June 5, 2019**

Agenda Item 12.

A. Academic Employment

1. 2019-20 Contract Faculty 10-Month Assignment

Item	Name	Assignment	Class/Step	Effective Date
a.	Cahoon, Nathan	Math Associate Professor	VII-8	8/19/19 - 5/22/20
b.	Page, Jason	Business Associate Professor	V-3	8/19/19 - 5/22/20

4. 2019-20 Adjuncts Counselors

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Hernandez, Isaias	Wellness Counselor	3	\$70.63	7/1/19 - 6/30/20
b.	Mickelberry, Gracie	EOPS/CARE/CalWORKS Counselor	3	\$70.63	6/10/19 - 8/15/19
↓	Woodall, Natalie	EOPS/CARE/CalWORKS Counselor	3	\$70.63	6/10/19 - 8/15/19

5. 2019 Faculty Extra Duty

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Jiles, Michael	Zero Textbook Grant Pathway Development	3	\$70.63	3/15/19 - 6/30/19
b.	Rangel-Escobedo, Juana	Zero Textbook Grant Pathway Development	3	\$70.63*	5/14/19 - 6/30/19

*Up to 5 hours

6. 2019-20 Club Advisor Stipend

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Eveland, Sharyn	Phi Theta Kappa Advisor	3	\$2,401.42	8/26/19 - 5/22/20

7. 2019 Summer Session Extra Hours

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Alfaro, Antonio	STSU courses	3	\$70.63	6/10/19 - 8/15/19
b.	Altenhofel, Jennifer Dr.	HIST courses	3	\$70.63	6/10/19 - 8/15/19
c.	Bandy, Ingrun	BUSN, MGMT, & PHED courses	3	\$70.63	6/10/19 - 8/15/19
d.	Beasley, Michelle	ECEF Courses	3	\$70.63	6/10/19 - 8/15/19

7. 2019 Summer Session Extra Hours continued

Item	Name	Assignment	Step	Hourly Rate	Effective Date
e.	Berry, Wendy	BIOL courses	3	\$70.63	6/10/19 - 8/15/19
f.	Bogle, Darcy	STSU courses	3	\$70.63	6/10/19 - 8/15/19
g.	Carlson, Kamala	ENGL courses	3	\$70.63	6/10/19 - 8/15/19
h.	Chaidez, Joell	STSU courses	3	\$70.63	6/10/19 - 8/15/19
i.	Devine, William	ENGL courses	3	\$70.63	6/10/19 - 8/15/19
j.	Duron, Candace	STSU courses	3	\$70.63	6/10/19 - 8/15/19
k.	Flachmann, Christopher	STSU courses	3	\$70.63	6/10/19 - 8/15/19
l.	Flowers, Carly	PHED & HLED courses	3	\$70.63	6/10/19 - 8/15/19
m.	Furman, Tori	STSU courses	3	\$70.63	6/10/19 - 8/15/19
n.	Getty, Shelley	MATH courses	3	\$70.63	6/10/19 - 8/15/19
o.	Jacobi, Victoria Dr.	DS courses & PSYC 2200	3	\$70.63	6/10/19 - 8/15/19
p.	Jarrahan, Abbas Dr	BIOL courses	3	\$70.63	6/10/19 - 8/15/19
q.	Jiles, Michael	ADMJ, CJA, & POSC courses	3	\$70.63	6/10/19 - 8/15/19
r.	Kulzer-Reyes, Kelly	ENGL courses	3	\$70.63	6/10/19 - 8/15/19
s.	Layne, David Dr.	BSAD, BUSN, & MGMT courses	3	\$70.63	6/10/19 - 8/15/19
t.	Lytle, Steve Dr.	BIOL courses	3	\$70.63	6/10/19 - 8/15/19
u.	Maiocco, Vince	PHED & HLED courses	3	\$70.63	6/10/19 - 8/15/19
v.	Martinez, Julian	SPAN courses	3	\$70.63	6/10/19 - 8/15/19
w.	Martinez, Maria	MATH courses	3	\$70.63	6/10/19 - 8/15/19
y.	May, James	CHEM, ESCI, & GEOL courses	3	\$70.63	6/10/19 - 8/15/19
x.	McKnight, Elizabeth	PSYC 2200	3	\$70.63	6/10/19 - 8/15/19
z.	Mendoza, Tina	HIST courses	3	\$70.63	6/10/19 - 8/15/19
aa.	Mitchell, David	MATH & STAT courses	3	\$70.63	6/10/19 - 8/15/19
bb.	Oja, Michelle Dr.	PSYC courses	3	\$70.63	6/10/19 - 8/15/19
cc.	Payne, Ruby	MATH courses	3	\$70.63	6/10/19 - 8/15/19
dd.	Polski, Robin	ECEF & PSYC courses	3	\$70.63	6/10/19 - 8/15/19
ee.	Rangel-Escobedo, Juana	STSU courses	3	\$70.63	6/10/19 - 8/15/19
ff.	Reynolds, Joy	MATH courses	3	\$70.63	6/10/19 - 8/15/19
gg.	Roth, Rebecca	ECEF courses	3	\$70.63	6/10/19 - 8/15/19
hh.	Thompson, Tony	PHED & HLED courses	3	\$70.63	6/10/19 - 8/15/19

8. 2019 Summer Session Adjunct Lecturers

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Agundez, Adrian	COSC 2020 Course	3	\$70.63	6/10/19 - 8/15/19
b.	Bledsoe, Adam	ECON 2120& ECON 2210 Courses	3	\$70.63	6/10/19 - 8/15/19
c.	Brixey, Gabrielle	BUSN 1510 & MGMT 1505 Courses	3	\$70.63	6/10/19 - 8/15/19
d.	Burnham, Kyle	Music 1510 Courses	3	\$70.63	6/10/19 - 8/15/19
e.	Combs, Noelle	POSC 1501 Courses	3	\$70.63	6/10/19 - 8/15/19
f.	Cross, Vanessa	SPCH Course	3	\$70.63	6/18/19 - 6/20/19
g.	Cutrona, Angelo	PHED 1542, 1742 Courses	3	\$70.63	6/10/19 - 8/15/19
↓	Cutrona, Myisha	PHED 1542, 1742 Courses	3	\$70.63	6/10/19 - 8/15/19
h.	Dimayuga, Anna	ART 1800 Courses	3	\$70.63	6/10/19 - 8/15/19
i.	Duncan, Brandon	HIST 2232 Course	3	\$70.63	6/10/19 - 8/15/19
j.	Ferguson, Bruce	PHED 1523, 1623, 1723, 1823 Courses	3	\$70.63	6/10/19 - 8/15/19
k.	Golling, Leigh	DRAM 1535& SPCH 1511 Courses	3	\$70.63	6/10/19 - 8/15/19
l.	Hall, Eric	ENGL 1700 Courses	3	\$70.63	6/10/19 - 8/15/19
m.	Hanawalt, April	SOC 1510 Courses	3	\$70.63	6/10/19 - 8/15/19
n.	Hickman, Ryan	BIOL 2370& ENGL 1600 Courses	3	\$70.63	6/10/19 - 8/15/19
o.	Huddleston, Crystal	ENGL 1000 Course	3	\$70.63	6/10/19 - 8/15/19
p.	Jose, Marie	SOC 1510 Course	3	\$70.63	6/10/19 - 8/15/19
q.	Leonzo, Hector	Math 1060 Course	3	\$70.63	6/10/19 - 8/15/19
r.	Lindquist, Erica	ARTH 1510 Course	3	\$70.63	6/10/19 - 8/15/19
s.	McDaniel, Steven	SPCH 1511 Course	3	\$70.63	6/10/19 - 8/15/19
t.	Narup, Nicholas	ENER 1610 Course	3	\$70.63	6/10/19 - 8/15/19
u.	Payne, Aaron	WELD 1540 Course	3	\$70.63	6/10/19 - 8/15/19
v.	Rients, Amy	ECEF 1501 Course	3	\$70.63	6/10/19 - 8/15/19
w.	Romero, Megan	ECEF 1590 Course	3	\$70.63	6/10/19 - 8/15/19
x.	Smith, Gaysha	ARTH 1500 Courses	3	\$70.63	6/10/19 - 8/15/19
y.	Stockton, Laura	ENGL 1600 Course	3	\$70.63	6/10/19 - 8/15/19
z.	Swenson, Sonja	ARTH 2030& HUM 1500 Courses	3	\$70.63	6/10/19 - 8/15/19
aa.	Sukena, Taibjee	INCO 1048 Course	3	\$70.63	6/10/19 - 8/15/19
bb.	Vallejo, Benigno	BIOL 2370 Course	3	\$70.63	6/10/19 - 8/15/19
cc.	VanRy, Veronica	SOC 2110 Course	3	\$70.63	6/10/19 - 8/15/19
dd.	VanSistineyost, Linda	INCO 1048 Course	3	\$70.63	6/10/19 - 8/15/19
ee.	Villa, Walter	POSC 1501 Course	3	\$70.63	6/10/19 - 8/15/19
ff.	Wallace, Sara	ENGL 1500 Courses	3	\$70.63	6/10/19 - 8/15/19
hh.	Ware, Thomas	GEOG 1510 Course	3	\$70.63	6/10/19 - 8/15/19
ii.	Waugh, Victoria	PHED 1529, 1629 & 1729 Courses	3	\$70.63	6/10/19 - 8/15/19
jj.	West, Linda	COSC 1603 & 1703 Courses	3	\$70.63	6/10/19 - 8/15/19
kk.	White, Marisol	SOC 1510 Course	3	\$70.63	6/10/19 - 8/15/19

9. Spring 2019 Adjunct Lecturer Staff Development Assignments

Item	Name	Assignment	Class/Step	Hourly Rate	Effective Date
a.	Aycock, Bette	Staff Development Pay for Spring 2018	3	\$70.63	1/22/2019 - 5/24/2019
↓	Colaw, Rebecca	Staff Development Pay for Spring 2018	3	\$70.63	1/22/2019 - 5/24/2019
↓	Cottrell, Angela	Staff Development Pay for Spring 2018	3	\$70.63	1/22/2019 - 5/24/2019
↓	Cunningham, John	Staff Development Pay for Spring 2018	3	\$70.63	1/22/2019 - 5/24/2019
↓	Gardner, Gina	Staff Development Pay for Spring 2018	3	\$70.63	1/22/2019 - 5/24/2019
↓	Raber, Tabitha	Staff Development Pay for Spring 2018	3	\$70.63	1/22/2019 - 5/24/2019
↓	Reed, Robert	Staff Development Pay for Spring 2018	3	\$70.63	1/22/2019 - 5/24/2019
b.	Reyes, Sylvia	Staff Development Pay for Spring 2018	1	\$60.11	1/22/2019 - 5/24/2019
c.	Richards, Kristi	Staff Development Pay for Spring 2018	3	\$70.63	1/22/2019 - 5/24/2019
↓	Romero, Megan	Staff Development Pay for Spring 2018	3	\$70.63	1/22/2019 - 5/24/2019
↓	Teeters, Anna	Staff Development Pay for Spring 2018	3	\$70.63	1/22/2019 - 5/24/2019
↓	White, Marisol	Staff Development Pay for Spring 2018	3	\$70.63	1/22/2019 - 5/24/2019
↓	Van Ry, Veronica	Staff Development Pay for Spring 2018	3	\$70.63	1/22/2019 - 5/24/2019

**West Kern Community College District
Board of Trustees Meeting
June 5, 2019**

Agenda Item 12.

B. Confidential Management Employment

Item	Name	Position	% Assignment	Grade/ Step	Annual Salary	Term	Effective Date
1. Instruction							
a.	Grimes, Jessica Dr.	Dean of Instruction & CTE	100%	20/5	\$119,217.00	12 months	5/13/2019-06/30/2019

C. Classified Employment

Item	Name	Position	% Assignment	Range/ Step	Salary	Term	Effective Date
1. Administrative Services							
a.	Hoffman, Stacy	Food Service Worker	Substitute	1A	\$12.57/hour	A/N	7/1/2019 - 6/30/2020
↓	Hooker, Jessica	Food Service Worker	Substitute	1A	\$12.57/hour	A/N	7/1/2019 - 6/30/2020
↓	Martin, Kim	Food Service Worker	Substitute	1A	\$12.57/hour	A/N	7/1/2019 - 6/30/2020
↓	Lee, Mildred	Food Service Worker	Substitute	1A	\$12.57/hour	A/N	7/1/2019 - 6/30/2020
b.	Sanchez, Monique Maria	Bookstore Clerk	Temporary	1A	\$12.57/hour	A/N	7/1/2019 - 6/30/2020
↓	Romero, Victor M.	Bookstore Clerk	Temporary	1A	\$12.57/hour	A/N	7/1/2019 - 6/30/2020
↓	Aguilera, Brittaney	Bookstore Clerk	Temporary	1A	\$12.57/hour	A/N	7/1/2019 - 6/30/2020
↓	Perry, Chelsi Lea	Bookstore Clerk	Temporary	1A	\$12.57/hour	A/N	7/1/2019 - 6/30/2020
↓	Smith, Katelyn	Bookstore Clerk	Temporary	1A	\$12.57/hour	A/N	7/1/2019 - 6/30/2020
↓	Sun, Kevin	Bookstore Clerk	Temporary	1A	\$12.57/hour	A/N	7/1/2019 - 6/30/2020
↓	Wren, Krista	Bookstore Clerk	Temporary	1A	\$12.57/hour	A/N	7/1/2019 - 6/30/2020
↓	McKnight, Jessica	Bookstore Clerk	Temporary	1A	\$12.57/hour	A/N	7/1/2019 - 6/30/2020
2. Student Services							
a.	Hill, Zhang	Tutor	Temporary	11A	\$16.09/hour	A/N	6/10/2019 - 6/30/2019
↓	Wise, Orion	Tutor	Temporary	11A	\$16.09/hour	A/N	6/10/2019 - 6/30/2019
b.	Hill, Zhang	Tutor	Temporary	11A	\$16.09/hour	A/N	7/1/2019 - 8/15/2019
↓	Wise, Orion	Tutor	Temporary	11A	\$16.09/hour	A/N	7/1/2019 - 8/15/2019

C. Classified Employment Continued

Item	Name	Position	% Assignment	Range/ Step	Salary	Term	Effective Date
3. President/Superintendent							
a.	Edgar, Ferriland	Children's Center Teacher	Temporary	12B	\$17.32/hour	12 months	6/10/2019 - 6/30/2019
c.	Lopez, Paula	Children's Center Associate Teacher	Temporary	5A	\$13.88/hour	12 months	6/10/2019 - 6/30/2019
e.	Rivera, Jessica	Children's Center Associate Teacher	Temporary	5A	\$13.88/hour	12 months	6/10/2019 - 6/30/2019
b.	Edgar, Ferriland	Children's Center Teacher	100%	12B	\$17.32/hour	12 months	7/1/2019 - 6/30/2020
d.	Lopez, Paula	Children's Center Associate Teacher	47.5%	5A	\$13.88/hour	12 months	7/1/2019 - 6/30/2020
f.	Rivera, Jessica	Children's Center Associate Teacher	47.5%	5A	\$13.88/hour	12 months	7/1/2019 - 6/30/2020

D. Resignations/Retirements

Item	Name	Position	% Assignment	Range/ Step	Salary	Term	Effective Date
a.	Silvis, Heather	Associate Professor, Speech	--	--	--	--	8/2/2019